

4
L.C.
Prepared By: Thomas E. Cone, Jr.
Blain & Cone, P.A.
202 Madison Street
Tampa, Fla. 33602
(813) 223-3888

RICHARD L. AKF
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

5084 001

THIS IS NOT A CERTIFIED COPY

NOTICE OF RESCISSION

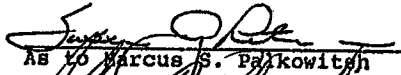

OF
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE VILLAGES AT CYPRESS CREEK

NOTICE is hereby given to all whom it may concern that:


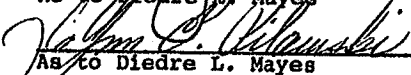
1. The undersigned Directors constitute the entire Board of Directors of The Villages at Cypress Creek Master Property Owners Association, Inc., a Florida Corporation Not for Profit.
2. Pursuant to the unanimous written consent of the Delegates entitled to exercise Class A voting rights and Class B voting rights at a meeting duly called for that purpose, the Delegates of the Association have approved the adoption of an Amendment terminating The Declaration of Covenants, Conditions, and Restrictions For The Villages At Cypress Creek, dated May 27, 1986, and recorded at O.R. Book 4832, Page 947, Public Records of Hillsborough County, Florida (the "Covenants").
3. The Amendment terminating the "Covenants", as approved by the Delegates, becomes effective immediately upon the recordation of this Notice of Rescission among the Public Records of Hillsborough County, Florida.
4. A true copy of the Consent to termination of the "Covenants" is attached hereto, and made a part hereof by reference, as Exhibit "A".
5. This "Notice of Rescission" is certified to be true and correct, under penalties of perjury.

DATED at Tampa, Hillsborough County, Florida, this 31 day of March, 1987.



WITNESSES:


As to Marcus S. Palkowitsh

As to Marcus S. Palkowitsh


MARCUS S. PALKOWITSH
DIRECTOR


As to Diedre L. Mayes

As to Diedre L. Mayes


DIEDRE L. MAYES
DIRECTOR


As to Grant E. Tolbert

As to Grant E. Tolbert

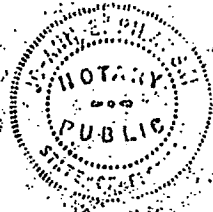

GRANT E. TOLBERT
DIRECTOR

1987 APR -3 AM 9:39

87076416

THIS IS NOT A
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
OFF. REC. 5084 002

The foregoing instrument was acknowledged before me this
31st day of March, 1987, by MARCUS S.
PALKOWITSH, DIEDRE L. MAYES, AND GRANT E. TOLBERT as the Board of
Directors for the Villages At Cypress Creek Master Property
Owners Association, Inc., a Florida Corporation Not for Profit.



John C. Pilgrimage
Notary Public

My Commission expires:
August 28, 1990

CONSENT

MSP Investment Co., a Colorado general partnership, hereby
consents to the rescission of the Declaration of Covenants,
Conditions, and Restrictions For The Villages At Cypress Creek,
dated May 27, 1986 and recorded at O.R. Book 4832, Page 947, the
Public Records of Hillsborough County, Florida.

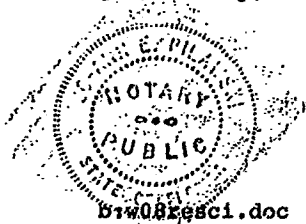
DATED this 31 day of March, 1987.

MSP INVESTMENT CO.

By Marcus S. Palkowitsh
MARCUS S. PALKOWITSH
General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this
31st day of March, 1987, by MARCUS S. PALKOWITSH,
as General Partner of MSP Investment Co., a Colorado general
partnership, on behalf of the partnership.



John C. Pilgrimage
Notary Public

My commission expires:
August 28, 1990

b1w08resci.doc

Prepared by: Thomas E. Cone, Jr.
Blain & Cone, P.A.
202 Madison Street
Tampa, FL 33602
(813) 223-3888

THIS IS NOT A
OFF. REC. 5084 003
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE VILLAGES AT CYPRESS CREEK
CERTIFIED COPY

This Consent is adopted on this 31 day of March, 1987.

WHEREAS, the undersigned is the sole Delegate elected by the owners of the property that is subject to the Declaration of Covenants, Conditions, and Restrictions For The Villages At Cypress Creek, dated May 27, 1986, and recorded in O.R. Book 4832, Page 947, Public Records of Hillsborough County, Florida; and

WHEREAS, the Board of Directors for The Villages At Cypress Creek Master Property Owners Association, Inc. has requested that the undersigned consent to the termination of the Covenants, Conditions, and Restrictions; and

WHEREAS, the original declarant, MSP Investment Co., has likewise requested that the undersigned consent to the termination of the Covenants, Conditions, and Restrictions; and

WHEREAS, the undersigned is entitled to exercise 100% of the total voting power of each Class of voting rights under the Declaration of Covenants, Conditions, and Restrictions; and

WHEREAS, the undersigned agrees that the existing Covenants, Conditions, and Restrictions should be terminated and rescinded so that the legal title to the land therein described may be freed and absolved forever of the operation and effect of the Covenants, Conditions, and Restrictions.

NOW, THEREFORE, the undersigned does hereby affix his signature for the purpose of expressing his consent, in writing, to the following amendment:

AMENDMENT NUMBER ONE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT CYPRESS CREEK DATED MAY 27, 1986, AND RECORDED IN O.R. BOOK 4832, PAGE 947, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

The Declaration of Covenants, Conditions and Restrictions For The Villages At Cypress Creek are hereby rescinded and terminated, effective on the date a Notice of Rescission incorporating this amendment is recorded in the Public Records of Hillsborough County Florida.

DATED this 31 day of March, 1987.

WITNESSES:

[Signature]
As to Marcus S. Palkowitsh
[Signature]
As to Marcus S. Palkowitsh

[Signature]
MARCUS S. PALKOWITSH
Sole Delegate

EXHIBIT A page 1 of 2

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS NOT A
CFT. REC. 5084 004

The foregoing instrument was acknowledged before me this
21st day of March, 1987, by MARCUS S.
PALKOWITSH, as the Sole Delegate for the Villages At Cypress
Creek Master Property Owners Association, Inc., a Florida
Corporation Not for Profit.

[Signature]
Notary Public

My Commission expires:

August 28, 1990

b:w08amend.doc

EXHIBIT *A page 2 of 2*

Prepared by: Thomas E. Cone, Jr.
Blain & Cone, P.A.
202 Madison Street
Tampa, Fla. 33602
(813) 223-3888

38
L.C.

THIS IS NOT A
CERTIFIED COPY

DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
THE VILLAGES AT CYPRESS CREEK
TABLE OF CONTENTS

OFF. 5084
REC. 005

1. Definitions	page 1
2. Annexation	page 3
3. Closed Circuit Television System, Telecommunications System, Master Antennae System and Community Antennae Television System	page 4
4. Membership In Association	page 4
5. Establishment Of Delegate Districts	page 5
6. Voting Rights	page 6
7. Duties Of Association	page 6
8. Association Powers	page 7
9. Maintenance Fund: Assessments	page 8
10. Default In Payment Of Assessment	page 9
11. Mortgage Protection	page 10
12. Delegation To Manager	page 10
13. Use Of Common Area	page 10
14. Construction Of Improvements	page 11
15. Restriction On Use	page 11
16. Sales Models	page 15
17. Design Review Committee	page 15
18. Damage And Destruction Affecting The Common Area	page 16
19. Damage To Or Destruction Of Buildings	page 17
20. Alterations, Additions, Improvements And Repair Of Common Area	page 17
21. Indexation	page 17
22. Amendment	page 17
23. Attorney's Fees	page 18
24. Severability	page 18
25. Binding Effect	page 18
26. Right To Cure	page 18
27. Interpretation	page 18
28. Original Subdivision And Development Work	page 19
29. FHA/VA Approvals	page 19

RICHARD L. LAKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1987 APR -3 AM 9:40

87076417

THIS IS NOT A
DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
THE VILLAGES AT CYPRESS CREEK
OFF. 5084 REC. 006
CERTIFIED COPY

THIS DECLARATION is made as of this 31 day of March 1987, by MSP INVESTMENT CO., a Colorado general partnership (hereinafter called "Declarant").

RECITALS:

Declarant makes this Declaration upon the basis of the following facts and intentions:

A. Declarant is the owner of (or has the right to make this Declaration with respect to) all that certain real property located in Hillsborough County, State of Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference thereto (the "Villages"). The Villages include various parcels which have been planned for development pursuant to the Land Use Master Plan hereinafter defined. Declarant desires and intends to develop on that portion of the Villages subject to the Land Use Master Plan (and other areas which may be added thereto) a high quality mixed-use project to consist of single family residences and various multi-family residential projects with recreational amenities and certain commercial facilities.

B. Declarant plans to subdivide and develop in accordance with the Land Use Master Plan, attached hereto, marked Exhibit "B", and incorporated herein by reference thereto (the "Master Plan") portions of the Villages subject thereto. Initially, Declarant intends to subdivide and develop in accordance with the Master Plan, reserving the following rights:

- (i) The right to modify the Master Plan affecting those portions of the Properties owned by Declarant, subject to approval by any Governmental authority having jurisdiction over the Properties.
- (ii) The right to impose similar restrictions upon portions of additional property from time to time so that the property so encumbered may ultimately be developed, owned, used, occupied and improved as a single project for the benefit of every part thereof and interest therein under a uniform series of restrictions and covenants to preserve the natural amenities of the project, to assure the architectural harmony of the improvements and to preserve the environmental values inherent in the Master Plan.

NOW, THEREFORE, Declarant does hereby impose the following Restrictions upon The Villages at Cypress Creek, as follows:

1. Definitions.

(a) "Additional Property" shall mean such additional real property as Declarant shall declare to be subject to the provisions hereof by duly recorded declaration.

(b) "Annexation" shall mean the process by which portions of the Additional Property are made subject hereto pursuant to paragraph 2 hereof.

(c) "Annual Assessment" shall mean assessments levied pursuant to paragraph 9 hereof to provide funds to meet the estimated cash requirement of the Association.

(d) "Association" shall mean The Villages at Cypress Creek Master Property Owners Association, Inc., a Florida non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.

(e) "Board" shall mean the Board of Directors of the Association, duly elected and acting pursuant to its Articles of Incorporation and Bylaws.

(f) "Building" shall mean all of the improvements located upon a Lot or Privately Owned Site.

(g) "Central System" shall mean any closed circuit television system, telecommunications system, master antennae system, and related ancillary services in and upon the Properties.

(h) "Common Area" shall mean all real property in which the Association owns an interest for the common use and enjoyment of all of the Members. The initial Common Area shall consist of those parcels described in Exhibit "C", attached hereto and incorporated herein by reference. Common Area shall also mean areas which have been dedicated to Hillsborough County, or other governmental agencies, which Declarant has elected to maintain. Common Area shall in no event include the Golf Course Property or commercial areas. The creation and dedication of the Common Area is subject to limitations set forth in paragraph 29, below.

(i) "Condominium" shall mean a condominium interest within a Project, including, without limitation, the unit, the proportionate interest in Project Common Area and the other interests appurtenant thereto.

(j) "Delegate" shall mean the person selected by Owners within a Delegate District pursuant to paragraph 5 hereof to represent such Delegate District and to cast votes on behalf of Owners within such Delegate District as provided in this Declaration.

(k) "Delegate District" shall mean a geographical area which may constitute any portion or portions of the Properties and from which all Owners in that Delegate District shall elect a single Delegate to represent their collective voting power.

(l) "Design Guidelines" shall mean the current Design Guidelines for The Villages at Cypress Creek, residential and non-residential versions, as may be amended from time to time by the Design Review Committee.

(m) "Design Review Committee" shall mean the committee formed pursuant to paragraph 17 hereof to perform the duties and functions delegated and assigned to it in paragraphs 13, 17 and elsewhere herein.

(n) "District" shall mean any Community Development or Special Taxing District empowered by law to provide fire protection, emergency ambulance, roadway, utilities and/or other services of a governmental or quasi-governmental nature to or with respect to the Properties or any part thereof. If such services are provided by more than one such political subdivision, the term "District" shall be inclusive unless the context precludes such an interpretation.

(o) "Golf Course Property" shall mean that area depicted on the Master Plan as a golf course.

(p) "Lot" shall mean any lot shown on a recorded plat map of a portion of the Properties, except Common Area.

(q) "Maintenance Fund" shall mean the fund created by Assessments levied pursuant to paragraph 9 of this Declaration to provide the Association with the moneys from which to purchase the goods and services which it is required to purchase to carry out its duties hereunder.

(r) "Manager" shall mean such person or firm of professional managers retained pursuant to paragraph 12 hereof for administration of all or portions of these Restrictions.

(s) "Master Plan" shall mean the Land Use Master Plan shown on Exhibit "B" as the same may be amended or supplemented from time to time.

(t) "Member" shall mean any person or entity holding membership in the Association.

(u) "Mortgage" shall mean a contract by which specific property is hypothecated to secure payment or performance of a monetary or other obligation and shall include a deed of trust.

(v) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust or mortgage as well as a named mortgagee.

(w) "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any Privately Owned Site, including contract sellers; provided, however, that prior to the first conveyance of each portion of the Properties for value after annexation pursuant to the provisions of paragraph 2 hereof, Owner shall mean Declarant unless Declarant has designated its successor in ownership of fee simple title to exercise the rights and bear the burdens of ownership.

(x) "Privately Owned Site or Site" shall mean any Condominium or any lot or parcel of land within the Properties which is shown upon any recorded plat map or condominium map or any other parcel of land which may be sold or conveyed without violation of the provisions of Florida law pertaining to the subdivision of land. Privately Owned Site shall include, without limitation, any lot or parcel developed as rental apartments containing one (1) or more apartment buildings, but shall not include: (a) any property owned by a public body, (b) the Association properties, or (c) any Common Area.

(y) "Project" shall mean either:

(1) a condominium project created upon a Lot or Lots made a part of the Properties pursuant to the provisions hereof; or

(2) a group of parcels intended for development where architectural, land use, common elements or other integrating factors require imposition of special restrictions or management arrangements.

(z) "Project Assessment" shall mean assessments levied pursuant to a Project Declaration.

(aa) "Project Association" shall mean the governing body of each Project created pursuant to each Project Declaration.

(bb) "Project Common Area" shall mean the area within a Project restricted to use by or for the benefit of the Owners of parcels within the Project, their lessees and invitees.

(cc) "Project Declaration" shall mean the Declaration Establishing A Plan Of Condominium Ownership or Declaration of Covenants, Conditions and Restrictions to be filed with respect to each Project and shall include the Declaration providing for merger of increments, if any, in the Project. Such Project Declaration shall be recorded in the public records of Hillsborough County.

(dd) "Project Lot" shall mean the Lot upon which a Project is located.

(ee) "Properties" shall mean the Villages plus portions of the Additional Property from time to time made subject hereto pursuant to the terms of paragraph 2 hereof.

(ff) "Special Assessment" shall mean all Assessments other than Annual Assessments and Project Assessments.

2. Annexation.

(a) Right of Annexation. From time to time, and without requirement of consent by the Owners, Members, or the Association, Declarant may annex all or portions of the Additional Property by recording a Declaration of Annexation meeting the requirements hereinafter set forth. Declarant shall have no obligation to annex any Additional Property and no such obligation shall be inferred from any provision hereof. Declarant's right to annex Additional Property is limited by the provisions of paragraph 29, below.

(b) Declaration of Annexation. The Declaration of Annexation shall be recorded in the public records of Hillsborough County and shall:

- (1) Describe the property to be annexed;
- (2) Declare that the property so described is annexed pursuant to the provisions hereof;
- (3) Provide an assessment allocation for each Privately Owned Site, and with respect to each

Project Lot:

- (i) identify the Project Lot;
- (ii) identify the Project Declaration;
- (iii) designate Project Common Area, if any;
- (iv) provide for allocation of Project Assessments; and
- (v) provide for other restrictions, conditions and allocations of rights and benefits, not inconsistent with the provisions hereof as Declarant may deem appropriate.

THIS IS NOT A
CERTIFIED COPY

OFF. 5084 009
REC.

Where the Additional Property to be annexed consists of one or more Project Lots and no other property, the Declaration of Annexation may be incorporated as one document in the Project Declaration.

(c) Effect of Annexation. From and after the date of recording of a Declaration of Annexation, the Additional Property subject thereto shall become part of the Properties for all purposes of these Restrictions and the definitions contained herein shall be applicable thereto; provided, however, that the Additional Property so annexed shall not be or become liable to assessment for the debts or obligations of the Association payable prior to the date of annexation. The Association shall accept conveyance of all Common Area in the area to be annexed and all other interests to be conveyed to the Association designated in the Declaration of Annexation.

(d) Limitation on Annexation. Declarant's rights of annexation pursuant to the terms hereof shall expire with respect to any portion of the Additional Property not theretofore annexed on the twentieth (20th) anniversary date hereof, and there shall be no further annexation thereafter without a vote of seventy-five percent (75%) of the Members holding Class A voting power as hereinafter provided.

3. Closed Circuit Television System, Telecommunications System, Master Antennae System and Community Antennae Television System

(a) Ownership. Declarant reserves and retains the right to itself and its designated assigns the exclusive right to own and operate any closed circuit television system, telecommunications system, master antennae system and related ancillary services (the "Central System") in and upon the Properties.

(b) Easements. Declarant reserves a perpetual, exclusive five (5) foot wide easement measured from the dedicated public right-of-way or the outer boundary line of any electric power utility easement adjacent to the dedicated public right-of-way within the Properties, for the installation, operation and maintenance of the Central System, including but not limited to conduits, wires, amplifiers, and related apparatus.

4. Membership In Association.

(a) Owners as Members. Every Owner shall be a Member of the Association. Status as an Owner is the sole qualification for membership.

(b) Termination of Ownership Status. Rights to a membership and status as a Member terminate upon termination of status as an Owner. Upon conveyance, sale or assignment of the Owner's interest and assumption by the purchaser of the obligations hereof, the selling Owner or Owners shall be relieved of liability for assessments levied from and after the date of such sale; provided, however, that no such sale or transfer shall relieve the Owner of liability arising prior to the date of such sale or transfer is consummated.

(c) No Avoidance by Non-Use. No Owner may avoid the obligations of membership during the period when he is an Owner by non-use of Common Area, renunciation or abandonment of his Privately Owned Site, or any other act of abandonment or renunciation.

5. Establishment Of Delegate Districts. The Properties shall be divided into Delegate Districts, and each Delegate District shall elect one (1) Delegate to the Association to exercise the voting power of all the Owners within such Delegate District. The designation and redesignation or modification of Delegate Districts shall be the responsibility of the Declarant so long as Class B voting rights exist. Thereafter, the designation or

redesignation of Delegate Districts shall be deemed an Amendment to this Declaration, which must comply with the provisions of paragraph 22 to become effective. The Declarant shall cause to be recorded in the public records of Hillsborough County a map or sketch depicting the precise location of each designated or redesignated Delegate District. If a Project Association is created by the Recordation of a Project Declaration, then, unless otherwise provided for in such Project Declaration, all of the property within the jurisdiction of the Project Association shall constitute a Delegate District. A Project Association may consist of one (1) or more Delegate Districts.

6. Voting Rights.

(a) Voting Rights of Owners. Each Owner shall have the right to cast votes for the election of a Delegate to the Association to exercise the voting power of the Delegate District in which the Owner's property is located. If such Delegate District is within the jurisdiction of a Project Association, then the Owner shall have: (a) the right to vote for the election of the Delegate from that Delegate District and the right to vote on Delegate District matters as set forth in this Declaration (specifically including the increased voting rights of Declarant and its designated assigns as hereafter set forth in this paragraph) and (b) the Owner shall have the right to vote for the election of the board of directors of the Project Association and the right to vote on Project Association matters as set forth in the Project Declaration for such Project Association. With respect to the right to vote for the election of the Delegate from a Delegate District and the right to vote on Delegate District matters, there shall be two classes of Owners in such Delegate District: (a) Class A Owners; and (b) Class B Owners. Declarant and/or its designated assigns shall be the sole Class B Owners in such Delegate District. The Class A Owners shall be all Owners (with the exception of Declarant) in such Delegate District, and each Privately Owned Site within the Delegate District owned by a Class A Owner shall be entitled to one (1) vote. The Class B Owners shall be entitled to three (3) votes for each Privately Owned Site.

(1) Special Case for Voting Rights Prior to Platting

Class A Owners of unplatted land shall be entitled to Five (5) votes per acre. Class B Owners shall be entitled to Fifteen (15) votes per acre of unplatted land. Such Voting Rights for unplatted land shall remain in effect until such time as a final plat for such land is recorded in the Public Records of Hillsborough County.

(2) Special Exception for Residential Rental Apartments

A site improved with residential rental apartments shall, in all cases, be entitled to one (1) vote for every five (5) apartment units located on such site, with a full vote assigned for any extra one (1) to four (4) apartments in lieu of assigning any fractional vote; provided, however, the votes appurtenant to such rental apartments in a particular Delegate District may not account for more than forty-nine percent (49%) of the total votes in such Delegate District unless such apartment units account for eighty percent (80%) or more of the votes in such Delegate District. In the event of a condominium conversion or other similar modification of rental apartments to individually owned single family or multi-family residences, each individually owned single family or multi-family residence shall become a separate Privately Owned Site and shall be entitled to cast one (1) vote for such Privately Owned Site.

(3) Transitional Provisions

In the event an Owner elects to plat only a portion of Owner's land, the voting rights which remain appurtenant to the unplatted remainder shall be reduced ratably so that they bear the same relationship to the original voting rights (prior to platting) as the area remaining unplatted bears to the original area owned within the same Delegate District.

(4) Majority Rule

The election of the Delegate to represent any Delegate District and the voting on Delegate District matters shall be made by Owners

holding a majority of the voting power in such Delegate District.

(b) Voting Rights of Delegates. The Delegate elected for each Delegate District shall be entitled to cast as many votes on behalf of the Delegate District as are held at the time by the Class A and Class B Owners in the Delegate District. Election of Directors for the Association shall be by majority vote. Cumulative voting is not allowed.

(c) Conversion of Class B to Class A Voting Rights. Class B voting rights shall be converted to Class A voting rights upon the earliest to occur of the following events:

- (1) when the total Class A votes then existing equal the total Class B votes then existing; provided, however, that Class B voting rights shall be restored upon an annexation or annexations of Additional Property, pursuant to paragraph 2, when, as a result of such annexation there would have been no such conversion due to the number of Privately Owned Sites retained by Declarant; or
- (2) when the expiration of twenty (20) years from the date hereof.

7. Duties Of Association. The Association, for the benefit of the Members, may manage and maintain the mitigation areas and drainage ways established by Declarant, landscaping along major perimeter areas, including major project monumentation, and landscaping in the medians and along the edges of major roadways. The Association will administer architectural and design control in accordance with the Design Guidelines established by Declarant and subject to this Declaration of Covenants, Conditions, and Restrictions. The Association will act as the forum for community input to the overall management of the community's affairs, a function which will increase in importance as the community develops and control of the Association is gradually shifted from the Declarant to the residents and Owners of the community.

The Association may also provide or procure the following:

(a) Utilities. Water, sewer, electrical, telephone, gas and other utility service, road maintenance, and tree maintenance, husbandry and management of the Common Area for the benefit of the Privately Owned Sites, including, but without limitation, the duty to grant utility easements along, over, across, under and through the Common Area as may be required to provide such utility service to the Common Area and the Privately Owned Sites.

(b) Casualty Insurance. A policy or policies of casualty, fire, and extended coverage insurance including without limitation insurance against theft, vandalism and malicious mischief, for the full insurable replacement value of any improvements on the Common Area; and, if available and if deemed appropriate by the Board, coverage for flood, hurricanes and war risk. Casualty, fire and extended coverage insurance with respect to insurable improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost.

(c) Liability Insurance. A policy or policies insuring the Board, the Association, the Members and the Associations's employees against any liability to the public or to the Members, incident to the ownership and use of the Common Area and any other property or interest owned by the Association, and including the personal liability exposure of the Members with respect to such property. Limits of liability under such insurance shall initially be not less than One Million Dollars (\$1,000,000) for any one person injured, Three Million Dollars (\$3,000,000) for any one accident, and Three Million Dollars (\$3,000,000) for property damage each occurrence. Such limits and coverage to be reviewed at least annually by the Board and increased or decreased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured with a provision for thirty (30) days written notice prior to the effective date of any cancellations.

(d) Worker's Compensation. Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

(e) District Services. Such services in the nature of fire protection, emergency ambulance, roadway, utilities and other services of a

THIS IS NOT A COPY

governmental or quasi-governmental nature from time to time offered by a District for which the Board shall contract (unless such services may be obtained without contract); provided, however, that the Board shall have the right to contract for all or any part of such services privately upon a determination that the services provided by a District are inadequate to meet the needs of the Association. The Board shall have the right to elect to convey Common Areas or certain responsibilities, to any governmental or quasi-governmental agencies, including Districts.

In the event a Community Development or Special Taxing District is newly formed to provide such governmental or quasi-governmental services to the Properties, the Board will diligently pursue participation of all Owners in said District.

(f) Security Services. Procurement of security services for the protection of the Privately Owned Sites and Common Area as the Board shall consider reasonably necessary.

(g) Water Rights. Exercise of all non-tributary and riparian water rights, whether underground or on the surface, attributable to all Privately Owned Sites and Common Area; provided, however, that no development, distribution or use of water pursuant to such water rights shall be undertaken except by a District (or another public entity or public utility company approved by Declarant and Hillsborough County) in accordance with a contract or other arrangement between the Association as agent for the Owners and said public entity or utility.

(h) Legal And Accounting. Legal and accounting services as the Board shall require in connection with operation of the Association or enforcement of the provisions hereof.

(i) Bonds. A fidelity bond naming the Manager, and such persons as may be designated by the Board, as principals and the Members as obligees, for the first year in an amount equal to at least ten percent (10%) of the estimated cash requirement for that year as determined hereunder, and for each year thereafter in an amount equal to at least ten percent (10%) of the total sum collected through the maintenance fund during the preceeding year, or such other amount as the Board may hereafter establish in its discretion.

(j) Maintenance. Painting, maintenance, repair, replacement and all landscaping of the Common Area and other property and interests owned by the Association, and such furnishings and equipment as the Board shall determine proper.

(k) Tree And Brush Maintenance. Pruning, trimming and husbandry service for trees located upon the Common Area, including, without limitation, removal of dead branches, dead brush and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard from Common Areas.

(l) Other Association Requirements. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in the discretion of the Board shall be necessary or proper for its operation or the enforcement of these Restrictions; provided, however, that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Privately Owned Sites, the cost thereof shall be specially assessed to the Owners of such Privately Owned Sites.

(m) Liens. The Association shall also pay the amount necessary to discharge any lien or encumbrance upon the Common Area or any other property or interest of the Association. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owner.

8. Association Powers.

(a) Exclusive Power. Except as expressly otherwise provided herein, the duties of the Association enumerated in paragraph 7 shall be exclusively performed by the Association, and any duty to be performed or right

to be exercised by the Association, as enumerated therein, shall not be performed by any Owner individually without the written consent of the Association. The Association shall have the exclusive right and obligation to contract for all goods, services and insurance, payment for which is to be made from the Maintenance Fund. The Association shall have a reasonable right of entry upon all Privately Owned Sites, including Project Lots, to determine compliance with and enforce the provisions hereof.

(b) Project Management. The Association shall have the power to contract with the various Project Associations to provide the management services required to be performed for the Projects pursuant to the applicable Project Declaration. If such services are provided, they shall be offered by the Association to all Projects on a basis which does not discriminate between them except on the basis of the cost of services actually contracted to be provided.

(c) Utility Services. The Board shall have the right to contract or arrange for the provisions of any good or service to be provided by it hereunder from any public utility or public utility company and such contract or arrangement shall constitute performance on the part of the Board of its obligation with respect to such good or service until such time as the contract or arrangement is terminated. To effectuate the foregoing, the Board shall grant such utility easements as may be required, over, along, across, under and through the Common Area (including, but without limitation, any roads owned by the Association) for the provisions of such utility service as may be required to effectuate and carry out the Master Plan.

(d) Right To Cure Owner's Defaults. Where any Owner has an obligation to perform any act of maintenance, repair, preservation, construction, or alteration on his Privately Owned Site or with respect to any improvements thereon; which obligation may be set forth herein, or in the Design Guidelines; and he fails to perform such work within fourteen (14) days after notice of the need to perform the same and demand for such performance from the Association (or fails to commence to perform such work and diligently proceed to complete the same where completion cannot be accomplished within said fourteen (14) day period), then the Association shall have a right to enter upon the Privately Owned Site and perform the work for the account of the delinquent Owner. All costs and expenses incurred in connection therewith shall be assessed against the delinquent Owner as a Special Assessment hereunder.

9. Maintenance Fund: Assessments. At least thirty (30) days prior to the beginning of each calendar year the Board shall estimate the charges to be paid during such forthcoming year by the Association in the performance of its duties (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said estimated cash requirements shall be assessed to the Owners of Privately Owned Sites pursuant to the schedule attached hereto and marked Exhibit D, as Annual Assessments. Each Member shall pay Assessments so levied against his Privately Owned Site to the Association on or before the first day of each calendar year, or in such other reasonable manner as the Board shall designate.

The Board shall not levy, for any calendar year, an Annual Assessment in excess of One Hundred and no/100 Dollars (\$100.00) per Assessment Factor per calendar year, increased each calendar year by the percentage increase of the United States Department of Labor, Bureau of Labor Statistics Cost of Living Index (All Urban Consumers) for that region of which the Greater Tampa Metropolitan Area forms a part. If the Board, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Annual Assessment less than the maximum Annual Assessment, it may levy such lesser Annual Assessment.

(a) Assessment for Unsold Sites. Notwithstanding any other provisions of this Declaration which may be to the contrary, each Privately Owned Site of Declarant for so long as Declarant retains title to such Privately Owned Sites, whether improved or unimproved, and provided that no portion of such Site has been used or occupied, shall be assessed, for assessment purposes at a reduced rate equal to fifteen percent (15%) of the Assessment Factor which would otherwise be applicable to such Privately Owned Site if it were owned by a non-Declarant Owner. Funds contributed by Declarant for improvements, maintenance and repair to the Common Areas shall be credited toward the Annual Assessment otherwise due from Declarant. Privately Owned Sites to which title is held by a developer, other than Declarant, whether improved or unimproved,

and provided that no portion of such Site has been used or occupied, shall be assessed, for assessment purposes, at a reduced rate equal to twenty-five percent (25%) of the Assessment Factor which would otherwise be applicable to such Privately Owned Site if it were owned by a non-developer Owner.

(b) Special Assessments. In addition to Annual Assessments, the Board may levy one (1) or more additional Assessments for the purpose of raising funds for (a) construct or reconstruct, repair, remodel or replace capital improvements upon Association properties, including necessary personal property related thereto; (b) add to the Association properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; or (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. The Board may not levy Special Assessments without the votes of Delegates representing a sixty-six and two-thirds percent (66 2/3%) of the voting power residing in the Owners of Privately Owned Sites subject to the Special Assessment. Special Assessments which are levied for capital improvements shall be deposited in a capital improvement fund.

(c) Supplemental Assessments. If, in any calendar year, the Board levies an Annual Assessment in an amount less than the maximum Annual Assessment, the Board by majority vote may levy one (1) or more Supplemental Assessments during such calendar year, if it determines that the important and essential functions of the Association cannot be funded by such lesser Annual Assessment. The sum of the initial Annual Assessment and Supplemental Assessments shall in no case exceed the maximum Annual Assessment established for that calendar year.

(d) Delegate Approval of Increase of Maximum Annual Assessment. If the Board, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any one (1) calendar year or in any one (1) subsequent calendar years by the maximum Annual Assessment, it may call a meeting of the Delegates requesting approval of a specified increase in the maximum Annual Assessment for either one (1) calendar year or for that one (1) calendar year and one (1) or more subsequent calendar years. An increase of the maximum Annual Assessment shall require the approval of Delegates representing sixty-six and two-thirds percent (66 2/3%) of the entire voting power of the Association.

10. Default In Payment Of Assessments. Each Annual Assessment, each Special Assessment, and each Supplemental Assessment shall be separate, distinct and personal debts and obligations of the Member against whose Privately Owned Site or Sites the same are assessed. In the event of a default or defaults in payment of any such Assessment or Assessments and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) Suit At Law. By suit at law. Each such action must be authorized by a majority of the Board. Any judgement rendered in any such action shall include, where permissible under any law, a sum for reasonable attorney's fees.

(b) Lien. After the occurrence of any such default, the Board may give a notice to the defaulting Member, stating the date of the delinquency, and the amount of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may file a claim of lien against the Privately Owned Site of such delinquent Member. All Members waive the right to claim or assert an exemption against any such claim of lien. Such claim of lien shall state (1) the name of the delinquent Member, (2) a description of the Privately Owned Site against which claim of lien is made, and (3) that the claim of lien is made by the Board pursuant to this Declaration in an amount equal to the delinquency stated in the claim. The lien so claimed shall immediately attach as of the due date of the Assessment, subject to perfection by recordation of the claim. Each default shall constitute a separate basis for a lien. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a Mortgage. In such action, reasonable attorney's fees shall be allowed.

(c) Interest. Any such delinquent Assessments shall bear interest at the rate of two percent (2%) per month or the maximum rate allowable by law, whichever is less, until the date the Assessment is paid in full, such amount to be added to the judgement recovered by exercise of the rights set forth in paragraph 10(a) and 9(b) above.

(d) Estoppel Certificate. For the purposes of this paragraph, a certificate executed by any two members of the Board shall be conclusive upon the Board, the Association and the Members in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any Member shall be entitled to such a certificate setting forth the amount of any due and unpaid Assessments with respect to his Privately Owned Site (or the fact that all Assessments due are paid if such is the case) within fifteen (15) days after demand (therefor and upon payment of a reasonable fee, not to exceed Seventy-Five Dollars (\$75.00)).

11. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) Subordination of Lien. The lien which may be created hereunder upon any Privately Owned Site shall be subject and subordinate to liens to secure payment of real estate taxes and assessments and the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value; provided, however, that after the foreclosure of any such mortgage a lien may be created pursuant to paragraph 10 hereof on the interest of the purchaser at such foreclosure sale to secure all Assessments assessed hereunder to such purchaser as a Member after the date of such foreclosure sale.

(b) Rights Upon Foreclosure. In the event a mortgagee succeeds to the interest in a Privately Owned Site of any Owner (including Declarant) through foreclosure (whether judicial or non-judicial) or by deed in lieu of foreclosure, such mortgagee shall succeed to the rights of such Owner including, but without limitation in the case of Declarant, the Class B voting rights provided for in paragraph 6 and the right to appoint members of the Design Review Committee provided for in paragraph 17.

(c) No Amendments. No amendment of this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(d) Subordinate Mortgages. By subordination agreement authorized by the Board, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

12. Delegation To Manager. The Association may employ or contract for the services of a Manager; provided, however, that no such employment shall be by contract having a term of more than three (3) years and each such contract shall be subject to the provisions of paragraph 7 hereof. The Board may not delegate to a Manager the authority to make expenditures for capital additions or improvements chargeable against the capital improvement fund in excess of Two Thousand Five Hundred Dollars (\$2,500.00). The members of the Board shall not be liable for any omission or improper exercise by a manager of any such duty, power or function as delegated by written instrument executed by a majority of the Board.

13. Use Of Common Area. The Common Area shall be used in accordance with the following restrictions:

(a) No Alterations. Nothing shall be altered, constructed, placed or stored in the Common Area except upon the direction and under the authority of the Association. No addition to or alteration of the Common Area shall be made which changes or interferes with the character thereof as an element of the entire Properties intended for the common use and benefit of all of the Privately Owned Sites with respect to the matters specified in paragraph 18 hereof.

(b) Rules and Regulations. All Members, their lessees and invitees shall comply with rules for the use of Common Area and for personal property of the Association maintained or utilized in or on the Common Area not inconsistent herewith and furnished in writing to the Members. Subject to the right of the Association to regulate the use of the Common Area for the overall benefit of the entire membership, each Owner shall have an equal right and easement of use and enjoyment as to the Common Area. This right and easement shall be appurtenant to the Owner's Privately Owned Site and shall pass with the title to the Privately Owned Site upon sale or transfer.

(c) Conveyance of Common Area. Subject to Declarant's reserved right to release portions of the Common Area to local government (paragraph 22,

below) the Association shall not mortgage, convey or transfer any portion of the Common Area without the prior written consent of not less than two-thirds (2/3) of the Class A voting rights.

(d) Access. If ingress and egress by conventional motor vehicles to any Owner's Privately Owned Site is achieved by, through, or over any portion of the Common Area, then that portion of the Common Area reasonably necessary to furnish said access is hereby subjected to an easement for ingress and egress in favor of said Privately Owned Site. Said easement shall not be exclusive, but shall be shared, in common, with all other Owners similarly situated. Said easement shall not prevent the simultaneous use of the Common Area by the Association and its members, so long as said use is consistent with preservation of the access rights under the easement.

14. Construction Of Improvements. No work or improvement, grading, excavation, landscaping, tree or shrub removal shall be undertaken upon any Privately Owned Site without the prior approval of the Design Review Committee given as provided in paragraph 17 hereof. All plans and specifications for any structure or improvement, whatsoever, either temporary or permanent, to be erected on or moved upon or to any Lot or Privately Owned Site and the proposed location thereof on any Lot or Privately Owned Site, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any Lot or Privately Owned Site shall be subject to and shall require the approval in writing before any such work is commenced of the Design Review Committee, as the same is from time to time composed.

15. Restriction On Use.

All use and development of the Properties shall conform with the Master Plan and the exhibits submitted in connection therewith as amended from time to time with the approval of all applicable public authorities. For so long as Declarant owns any land within the Properties that has not been devoted to actual commercial or residential use, any attempt to develop or use a Privately Owned Site other than in compliance with the Master Plan is strictly prohibited, without the prior written approval of Declarant.

(a) Use. No commercial enterprise (except as hereinafter provided), noxious or offensive trade or activity shall be carried on upon any Privately Owned Site, nor shall anything be done thereon which may, in the opinion of the Association, be or become an annoyance or nuisance to the neighboring Owners or residents. For the purpose hereof, leasing or renting of the Privately Owned Sites shall not constitute a commercial use or enterprise notwithstanding the provisions of hotel or resort-type services in connection with such leasing or renting. Uses other than residential use will be permitted in those areas designated for other forms of use in the Master Plan. The following uses are permitted only at such locations and in such density as approved by the Declarant:

Commercial, retail, office, business parks, hotel/motel, and village commercial, including:

Alcoholic Beverage Sales; Aquariums, Art/Antique Shops; Automotive Parts-new only; Bakeries-retail; Banks; Barber and Beauty Shops; Barbeque Stands; Bicycle Sales and Repairs; Book Stores; Cafeterias; Cigar Stores; Clothing Stores; Confectionary and Ice Cream Stores; Congregate Care Centers; Cold Storage Lockers; Conservatories; Curio Stores; Dance Schools; Dental Laboratories; Department Stores; Doctor's Offices; Dressmaking; Drive-In Stands; Dry Cleaning and Laundry Agencies-pickup only; Florist Shops; Fruit Stores; Furniture Stores-new; Furrier and Fur Storage; Gift Shops; Hardware Stores-no outside storage or repair work; Ice Delivery Stations; Interior Decorating; Jewelry Stores; Laundry-self service; Lawnmower Rental, Retail and/or Sales-in enclosed building only, and provided there is no outside display of merchandise-such buildings shall be so constructed as to prevent the emission of sounds and/or vibrations; Locksmith; Mail Order Offices-no storage; Messenger Offices; Milk-

distribution; Millinery; Mini-Warehouses; Motels;
Newsstands; Notions; Nursery, Horticulture; Office
Buildings; Paint Stores-retail only; Parking Lots; Pet
Shops; Pharmacy; Photograph Studio; Radio and
Television-repair and sales; Real Estate Sales
Offices; Recreational Uses; Rest Homes; Restaurants;
Service Stations; Shoe Repair; Shoe Stores; Souvenir
Stores; Sporting Goods Stores; Stationary Stores;
Sundries Stores; Supermarkets; Tackle/Fishing Stores;
Tailor Shops; Taxicab Stands; Theatre-not drive-in;
Tourist Courts; Transportation Terminals-bus or
railway; Variety Stores.

For purposes hereof, the restrictions on use shall include and be subject to all of the restrictions contained in the Master Plan and approved zoning. Whenever the provisions of this Declaration and the provisions of the Master Plan and approved zoning conflict or are inconsistent, the more restrictive shall control.

(b) No Trucks, etc. No trucks, trail bikes, recreational vehicles, campers, trailers, boats or boat trailers or vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one (1) ton or less shall be parked, stored or in any manner kept or placed on any Lot or Privately Owned Site within the Properties except within an enclosed garage. No recreational vehicle powered by an internal combustion engine may be operated within the Properties except for purposes of ingress and egress. Golf carts shall be operated on exclusive cart paths where available, and shall comply with Florida State law. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to any said properties.

(c) Excavation. No excavation shall be made except in connection with improvements approved as herein provided. Upon completion of such construction, exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.

(d) No Wells. No mining operations, or well for the production of or from which there is produced water, oil or gas, shall be permitted nor storage tanks or reservoirs, nor any installation of power, telephone or other utility line (wire, pipe or conduit) be made or operated anywhere on the Properties except water wells and works operated by public agencies or duly certified public utility companies provided, however, that the foregoing shall not prevent drilling or installation of additional water wells by Declarant. Shallow wells, for irrigation purposes only, may be permitted with approval by the Design Review Committee.

(e) No Signs. No sign of any kind shall be displayed to the public view on or from any Privately Owned Site designated for residential use on the Land Use Plan, except signs permitted under the Design Guidelines and approved by the Design Review Committee.

(f) Animals and Pets. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot or Privately Owned Site other than dogs, cats or other household pets and provided further that such household pets shall not exceed two of any type animal for each Lot or Privately Owned Site. All dog runs, kennels and fenced-in areas for the confinement of permitted animals shall be maintained in a location not visible from any other Lot or Privately Owned Site, the Common Area or the Golf Course Property and shall be subject to the provisions of the Design Guidelines.

(g) Drainage. Under no circumstances shall the drainage characteristics of any Lot or Privately Owned Site, as established by Declarant, or non-Declarant developer, and approved by governmental and municipal agencies, be altered by any Owner or his agents during the course of landscaping, subsequent construction within the Lot or Privately Owned Site, or erosion that is a direct result of lack of landscaping or maintenance. Drainage swales, channels and easements established by Declarant, or non-Declarant developer, shall not be altered, obliterated or blocked by an Owner or his agent. The elevation of a Lot or Privately Owned Site shall not be changed so as to adversely affect the surface elevation or grade of the adjacent Lots or Privately Owned Sites. Each Owner or his agent is responsible for maintaining such grades, swales and easements within his Lot or Privately Owned Site once

they have been established by Declarant, or non-Declarant developer.

(h) Garbage and Trash. No Lot or Privately Owned Site shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste receptacles shall be maintained in good, sanitary condition and (except on collection days) in a location not visible from any other Lot, Privately Owned Site, the Common Area or the Golf Course Property. The containers shall be made of a material which does not emit excessive noise during handling.

(i) Outside Storage. No furniture, fixtures, appliances or other goods and chattels not in active use shall be stored in any building or open area or on any Lot or Privately Owned Site in such manner that such material is visible from a neighboring Lot, Privately Owned Site, Common Area or the Golf Course Property. Storage of any toxic materials is prohibited. Construction materials shall not be stored on any Lot or Privately Owned Site for a period exceeding thirty (30) days prior to commencement of construction or thirty (30) days after construction completion.

(j) No Tents or Outbuildings. No mobile home, tent, shack or other outbuilding, including prefabricated storage buildings, shall be kept upon any Lot or Privately Owned Site in any street within the Properties except in connection with work of construction diligently pursued. No swing set or other large scale recreational equipment shall be maintained on any Lot in an area visible from any other Lot, Privately Owned Site, Common Area or the Golf Course Property.

(k) Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable statutes, ordinances, administrative rulings or regulations pertaining to his Privately Owned Site.

(l) No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Building in a manner which is visible from any other Building, Lot, Privately Owned Site, the Common Area, or the Golf Course Property, or which is visible from any street.

(m) Parking and Auto Repair. Adequate off-street parking shall be provided in all areas as required by the Design Guidelines. No resident shall park any automobiles in any street or upon any Lot or Privately Owned Site except within garages, carports or designated parking areas. No vehicles shall be parked on jackstands or blocks except on a temporary basis not to exceed 24 hours for emergency repair or in a garage. No work of automobile repair shall be performed on any Lot or Privately Owned Site or on the Common Area in areas visible from any other Lot, Privately Owned Site, the Common Area or the Golf Course Property, except in emergency cases.

(n) Work Affecting Exterior Appearance. No work shall be undertaken (other than routine maintenance and repair) which may result in changes in the exterior appearance of any Building, Lot or Privately Owned Site (including, but without limitation, erection of fences, or installation of paving, or other cement flatwork) without the prior written consent of the Design Review Committee. Window hangings, draperies, awnings and the backings for all draperies and curtains visible from other Lots, Privately Owned Sites, Common Area or the Golf Course Property shall be of a neutral color.

(o) Outside Burning. There shall be no exterior fires, except barbeque, outside fireplaces and braziers contained within facilities or receptacles and in improved areas designated for such purposes. Controlled burns, used as a clearing technique, by Declarant or non-Declarant developer, shall be allowed for construction purposes as authorized by the Hillsborough County Environmental Protection Commission, and other regulatory agencies having jurisdiction. No Owner or Owners shall permit any condition on his Lot or Privately Owned Site which creates a fire hazard or is in violation of fire prevention regulations.

(p) Preservation of Trees. No tree shall be removed from any Lot or Privately Owned Site without the prior consent of the Design Review Committee.

(q) Maintenance of Building. Each Owner shall maintain the Building or Buildings upon each Lot or Privately Owned Site he owns, including walkways and paving, in good condition, making all appropriate repairs and replacements as often as the same shall become necessary. In the case of Project Lots, the

obligation shall be the joint and several obligation of all Owners within the Project and shall be performed by the Project Association.

(r) Maintenance of Landscaping. Each Owner shall maintain the landscaping upon his Lot or Privately Owned Site, including landscaping within rights-of-way adjacent to said Lot or Site, in good condition. Each Owner shall diligently maintain, cultivate, husband, protect and preserve the grass, shrubs and trees upon said Lot or Privately Owned Site of the Owner including, but without limitation, removal of dead branches, and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard. Each Owner shall cooperate with the Association in its fire protection husbandry program for reduction of fire hazard on Common Areas, Lots and Privately Owned Sites. In the case of Project Lots, the obligation shall be the joint and several obligation of all Owners within the Project and shall be performed by the Project Association.

(s) Insurance. All Owners shall maintain insurance with respect to their Lots or Privately Owned Sites and all improvements thereon in amounts and insuring against risks and hazards in accordance with insurance standards from time to time established by the Board with notice to the Owners. In the case of Project Lots, the obligation shall be the joint and several obligation of all owners within the project and shall be performed by the Project Association.

(t) Noise. No exterior horn, whistles, bells or other sound devices except security devices used exclusively to protect the security of commercial areas, Privately Owned Sites, Lots or Project Lots and improvements located thereon shall be placed or used on any Lot, Privately Owned Site, Project Lot or Common Area.

(u) Outside Lighting. All exterior lighting installed or maintained on any residential building shall be placed so that the light source is not visible from a neighboring Lot or Privately Owned Site, except such light sources as the Design Review Committee shall approve by variance or special exception. The main entrance of all Projects which have been improved shall be kept lighted during all hours of darkness.

(v) No Obstruction. There shall be no obstruction of the pedestrian walkways located upon any Lot or Privately Owned Site for purposes of circulation of foot traffic or any interference with free use thereof except such obstruction as may be reasonably required in connection with repairs of such walkways. The Members, their tenants, licensees and guests are granted nonexclusive easements to use all of the pedestrian walkways within the Properties. Use of all the walk ways shall be subject to regulations by rules adopted by the Association and furnished in writing to the Members. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of the pedestrian walkways contrary to the provisions hereof and shall have a right of entry for purposes of removing the same, and any costs incurred by the Association in connection with such abatement, injunction or corrective work shall be specially assessed to the Owner or Owners responsible therefor.

(w) Camping and Picnicking. No camping or picnicking shall be allowed within the Properties except in areas designated for such purpose.

(x) No Subdivision. No Lot shall be subdivided or utilized for more than one home site without the prior approval of the Design Review Committee and applications for such approval shall not be favored in the absence of extreme hardship or extraordinary circumstances; provided, however, that the foregoing shall not be deemed to disfavor lot line adjustments which do not result in an increase in the number of building sites and which are made to accommodate building plans approved by the Design Review Committee. The foregoing restriction shall not apply to Project Lots which may be subdivided to carry out any plan of improvement established by Declarant, or non-Declarant developer, or approved by the Design Review Committee.

(y) No Soliciting. Door to door soliciting of any type is strictly prohibited.

(z) Setbacks. All setbacks shall conform to the minimum requirements of the Design Guidelines and Hillsborough County Regulations; and when the requirements of the Design Guidelines and Hillsborough County regulations are in conflict, the most restrictive shall govern.

(sa) Loading Areas. All loading areas must be visually screened in a manner approved by the Design Review Committee, and are specifically prohibited in front yard locations.

(bb) Landscaping. All Owners shall be required to submit a detailed Landscape Plan for approval by the Design Review Committee, in accordance with the Design Guidelines.

(cc) Antennae, Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae, aeriels and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure approved by the Design Review Committee. All exterior radio antennae or aerial, television antennae or aerial, microwave antennae, aerial or dish, or other antennae, aerial or similar facility of any type shall be subject to the provisions of the Design Guidelines.

(dd) Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, drainage, water and other purposes incident to development, construction and sales within the boundaries of the Villages and/or Additional Properties, located on, under, over and across: (a) privately owned property owned by Declarant; and (b) Common Area; provided that such easements and rights-of-way do not create an unreasonable interference with the rights of the Owners.

(ee) Mechanical Equipment. The location of all mechanical equipment shall be approved by the Design Review Committee. Exterior mechanical equipment shall be screened as provided by the Design Guidelines.

(ff) Height Restrictions. All building heights shall conform to the height limitations of the Design Guidelines.

(gg) Variances. It shall remain the prerogative and in the jurisdiction of the Board to review applications and grant approval for exceptions to this Declaration. Variations and deviations from these requirements and Restrictions shall be made at the sole discretion of the Board.

(hh) Corner Vision Clearance. No landscaping, fences, or signs shall be permitted in required sight triangles, as established by Hillsborough County Regulations.

(ii) Fences. All fences shall conform to the requirements of the Design Guidelines. Barbed wire and electrical fences are specifically prohibited.

16. Sales Models. Notwithstanding any provision to the contrary herein contained, Declarant (or its designated assigns) shall be allowed to use Privately Owned Sites designated by it as sales and lease models, conducting therein through agents or employees sales activities customarily associated with model units for a period of twenty (20) years from the date hereof. In addition, Declarant (or its designated assigns) may maintain for said period such signs as may be required to advertise Privately Owned Sites for sale and to direct prospective purchasers and lessees to the sales and lease models.

17. Design Review Committee.

(a) Composition of Design Review Committee. Five (5) persons shall be appointed to act as a Design Review Committee and perform the functions set forth herein. So long as and during such period as Declarant is the Owner for the purposes hereof of ten percent (10%) or more of the remaining acreage within the Properties, Declarant shall have the sole right to appoint, replace and remove members of the Design Review Committee. Thereafter, appointments to the Design Review Committee shall be made by the Board and the appointees shall serve at the pleasure of the Board.

(b) Addresses of Design Review Committee Members. The address of the Design Review Committee shall be at the address of the principal office of the Association. The current record of the names, qualifications and business addresses of the members of the Design Review Committee shall be kept there. The Design Review Committee shall meet at the convenience of the members thereof.

and as often as necessary to transact its business, acting on the concurrences of three (3) out of five (5) members thereof. Applicants for Design Committee action may, but need not, be given an opportunity to be heard in support of their application.

(c) Applications, Standard of Review and Action by Design Review Committee. Applications for Design Review Committee approval, the standards by which such applications shall be reviewed and the procedures for review shall be controlled by The Villages at Cypress Creek Design Guidelines, both residential and non-residential versions, as the same may be amended from time to time by the Design Review Committee. True and correct copies thereof shall be maintained at all times at the office of the Association and each Owner shall be entitled to a copy thereof upon written request and payment of the copying costs.

(d) No Design Responsibility. Neither the Design Review Committee nor any member or agent thereof or Declarant shall be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(e) Limitations. Notwithstanding anything to the contrary herein contained, any work performed upon any Lot or Privately Owned Site which requires the prior approval of the Design Review Committee shall be deemed approved unless an action to enjoin or abate the same has been commenced within one hundred twenty (120) days of the date when the Design Review Committee acquires actual knowledge or notice of the commencement or performance of such work.

18. Damage And Destruction Affecting The Common Area. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

(a) Minor Casualty. If:

(1) the insurance proceeds initially offered or paid by the insurer do not exceed the sum of Twenty Thousand Dollars (\$20,000); and

(2) the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000.00); the insurance proceeds shall be paid to the Association, to be held and disbursed as hereinafter provided. The Association shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original condition thereof. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Association shall levy a Special Assessment on all Members to make up any deficiency which shall be levied in the proportions for which Members are assessable as herein provided.

(b) Major Casualty. If subparagraph (a) is not applicable:

(1) All insurance proceeds shall be paid to an insurance trustee designated by the Board to be held for the benefit of the Members as their respective interests shall appear;

(2) The Board shall obtain firm bids (including a performance bond premium) from two or more responsible contractors to rebuild the Common Area substantially in accordance with its original condition.

As soon as the Board has obtained bids, it shall call a special meeting of the Delegates to consider the bids. At such meeting, the Delegates may, by vote of sixty-six and two-thirds percent (66 2/3%) of the total voting power entitled to vote thereat, elect to reject all of such bids. Failure thus to reject all of such bids shall authorize the Board to accept the bid it considers most favorable.

(3) If all such original bids are rejected, the Board may prepare and present to the Members various alternative plans for repair and reconstruction.

Before presenting any such plan to the Members, however, the Board shall obtain approval of the Design Review Committee and obtain firm bids (including a performance bond premium) from two or more responsible contractors to perform the work of repair or reconstruction in accordance with each such plan. Such

bids shall be considered at a meeting of the Delegates as soon as possible after they have been obtained. The Delegates may by sixty-six and two-thirds percent (66 2/3%) vote elect to reject all of such bids, or by fifty percent (50%) vote elect to reject all such bids involving a total cost exceeding the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000.00). Failure thus to reject all of such bids shall authorize the Board to accept the bid it considers most favorable. Rejection of all bids which exceed available insurance by amounts exceeding Twenty Thousand Dollars (\$20,000.00) shall constitute a directive to accept the best bid which does not exceed said amount.

(c) If a bid is acceptable, the Board shall levy a Special Assessment against the Members in the proportion for which they are assessable hereunder to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such Assessment and all insurance proceeds whether or not subject to liens of mortgages, shall be paid to said insurance trustee to be used for such rebuilding. If any Member fails to pay the Special Assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance funds. Upon payment from the Maintenance Fund, the Board shall be entitled to enforce the Special Assessment as provided in paragraph 10 hereof.

(d) If no such bid is accepted within six (6) months after the date such damage or destruction occurs, then the Board shall use any insurance proceeds to demolish and remove all damaged or destroyed structures or improvements from the Common Area and level and landscape the sites thereof. In the event that all of said insurance proceeds are not required to perform this work, the excess not so required shall be deposited in the Maintenance Fund. In the event the insurance proceeds are not sufficient to accomplish such demolition and removal and site finishing, then the Board shall levy a Special Assessment against the Members to make up the deficiency.

19. Damage To Or Destruction Of Buildings.

(a) Reconstruction. In the event of damage or destruction by fire or other casualty affecting a Building, the Owner or Owners thereof shall, within six (6) months thereafter either:

(1) diligently commence to rebuild the same in accordance with the terms hereof, or

(2) clear and level the Lot or Privately Owned Site, removing all wreckage, debris and remains of the building or buildings therefrom and leaving the same in a level, clean condition.

(b) Revisions. Upon reconstruction, the Building shall be rebuilt substantially in accordance with the original plans and specifications therefore provided, however, that the exterior appearance thereof shall substantially resemble the appearance in form and color prior to such damage and destruction. Notwithstanding the foregoing, however, the Owner of such damaged Building may reconstruct or repair the same in accordance with new or changed plans and specifications with the prior written comment of the Design Review Committee.

20. Alterations, Additions, Improvements And Repair Of Common Area. There shall be no structural alterations, capital additions to, capital improvements, or repairs to the Common Area, requiring an expenditure in excess of Twenty Thousand Dollars (\$20,000.00) without the prior approval of a majority of the Delegates representing the Class A voting power pursuant to the terms hereof.

21. Indexation. Notwithstanding any provisions to the contrary contained herein, where any dollar amount is specified hereunder or in any document or instrument referred to or incorporated herein, the amount thereof shall be subject to indexation to conform to variations in the purchasing power of the U.S. dollar by reference to the United States Department of Labor, Bureau of Labor Statistics Cost of Living Index (All Urban Consumers) for that region of which the Greater Tampa Metropolitan Area forms a part, or such successor index for said area as may from time to time be established by the United States government as an index for determining variations in the purchasing power of the dollar.

In the event that such index or indices are discontinued, the dollar amounts specified herein shall be indexed with reference to the mechanism for adjusting payment of benefits under the Social Security System.

22. Amendment. Subject to the provisions of paragraph 29, below, the

provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the majority of the members of the Board certifying under penalty of perjury that the amendment set forth therein was duly adopted with the written consent of the Delegates entitled to exercise sixty-six and two-thirds percent (66 2/3%) of each class of the total voting power of the Association, except where a greater percentage or different vote is required hereunder. Notwithstanding anything to the contrary contained herein, the Declarant reserves for itself and its duly designated successor, so long as this Declaration is in effect, the following powers:

(a) The power to amend this Declaration whenever necessary to prevent the Terms, Conditions, or Restrictions set forth herein from rendering properties ineligible for present and future Federal Housing Administration or Veterans Administration loan and mortgage guaranty programs. This power is exercisable by Declarant, or its duly designated successor, without the concurrence of the Board.

(b) The power to release portions of the Common Area from this Declaration, but only where the lands to be released are dedicated or conveyed to an appropriate unit of local government, and only where the local government accepts responsibility for the future maintenance and care for the land. This power is exercisable by Declarant, or its duly designated successor, without concurrence of the Board.

23. Attorney's Fee. In any action brought by the Association to enforce the provisions hereof, whether legal or equitable, the Association shall be entitled to a reasonable attorney's fee as fixed by the Court.

24. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

25. Binding Effect. The terms, covenants and conditions herein contained shall run with and be binding upon the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for three (3) successive periods of ten (10) years. Unless extended by the affirmative vote of delegates entitled to exercise a majority of each class of the total voting power of the Association, these terms, covenants and conditions shall expire on the 50th anniversary of the date they were recorded. In addition, the provisions hereof shall be enforceable in equity as equitable servitudes upon the land and as covenants in an agreement between Owners. The provisions hereof shall be primarily enforced by the Association for the mutual benefit of all Owners. In addition, any Owner may initiate appropriate legal or equitable action to enforce the terms and conditions hereof against any other Owner and against the Association itself; provided however, that such Owner shall first give sixty (60) days prior written notice of Owner's intention to initiate the action by hand delivery or by certified mail, postage prepaid and return receipt requested, to both the President of the Association and to its Registered Agent. No Owner shall have the right to initiate enforcement proceedings without having first furnished the required notice to the Association.

26. Right To Cure. Where any Owner has an obligation to perform any act of maintenance, preservation, construction, alteration or repair hereunder and fails to perform such work within fourteen (14) days after notice of the need to perform the same and demand for such performance from Declarant or Association (or fails to commence to perform such work within said fourteen (14) day period and diligently proceed to complete the same where completion cannot be accomplished within said fourteen (14) day period) then Declarant or Association (whichever has made the demand) shall have the right to enter upon the area affected and perform the work for the account of the Owner. All costs and expenses incurred in connection therewith shall be paid by the Owner upon demand.

27. Interpretation. The provisions hereof shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Properties. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof. In any conflict between the terms of this Declaration and the terms of the Design Guidelines, the more restrictive shall control. In determining which of two interpretations shall be deemed "more restrictive", the

restriction which prevents the greatest variety and intensity of use shall be deemed the most restrictive.

28. Original Subdivision And Development Work. Nothing herein contained shall be deemed to limit or restrict the right of Declarant, or its designated assigns, their contractors, employees, materialmen or assigns from entering upon all or any portion of the Properties for the purpose of conducting therein and thereon such work of subdivision, improvement, construction and development as Declarant may deem necessary or desirable; provided, however, that all such work shall be performed in accordance with the Master Plan and without cost or expense to any Owner other than Declarant or Declarant's designated successor, except in such instances where another Owner or Owners have expressly contracted for the performance of said work.

29. FHA/VA Approvals. In the event the Federal Housing Administration (FHA) or the Veteran's Administration (VA) has insured a first mortgage on a Privately Owned Site devoted to residential use then, notwithstanding language to the contrary elsewhere set forth in these Declarations, the following events or occurrences will be of no binding effect absent prior written approval of FHA/VA, so long as Class B voting rights are in existence:

- (a) The Annexation of Additional Property;
- (b) The creation or dedication of additional lands within the Common Area; or
- (c) The amendment of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 21 day of March, 1987.

MSP INVESTMENT CO.,
a Colorado general partnership

By: Marcus S. Palkowitsh

Marcus S. Palkowitsh,
General Partner

State of Florida)
) ss:
County of Hillsborough)

The foregoing instrument was acknowledged before me this 21st day of March 1987, by Marcus S. Palkowitsh, as General Partner of MSP Investment Co., a Colorado general partnership, on behalf of the partnership.



William E. Palkowitsh
Notary Public

My commission expires:

August 28, 1990

EXHIBIT "A" THE VILLAGES AT CYPRESS CREEK LEGAL DESCRIPTION

5084 025

DESCRIPTION: A parcel of land lying in Section 35 and Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, and in the North 1/2 of Section 2 and in the North 1/2 of Section 1, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northwest 1/4 of said Section 1, run thence along the South boundary of said Northwest 1/4 of Section 1, N.89°09'41"W., 1047.86 feet to the POINT OF BEGINNING; thence continue along said South boundary of the Northwest 1/4 of Section 1, N.89°09'41"W., 1873.60 feet to the Southeast corner of said Northwest 1/4 of Section 2; thence along the South boundary of said North 1/2 of Section 2, N.89°53'47"W., 4450.79 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75 (S.R. 93-A) as recorded in Official Record Book 3391, Page 1016, Public Records of Hillsborough County, Florida; thence along said Easterly limited access right-of-way line the following four (4) courses: 1) N.00°13'55"W., 2404.90 feet; 2) N.89°44'04"E., 800.00 feet; 3) N.85°38'31"E., 490.43 feet; 4) N.00°15'56"W., 25.00 feet to a point on the Southerly right-of-way line of 19th Avenue Northwest, as recorded in Official Record Book 3391, Page 1227, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line the following thirty-one (31) courses: 1) N.89°44'04"E., 830.50 feet; 2) S.00°15'56"E., 10.00 feet; 3) N.89°44'04"E., 255.00 feet; 4) N.00°15'56"W., 10.00 feet; 5) N.89°44'04"E., 964.92 feet to a point of curvature; 6) Northeasterly, 557.55 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 17°09'16" (chord bearing N.81°09'26"E., 555.47 feet); 7) S.17°25'12"E., 10.00 feet to a point on a curve; 8) Northeasterly, 92.98 feet along the arc of a curve to the left having a radius of 1872.21 feet and a central angle of 02°50'44" (chord bearing N.71°09'26"E., 92.97 feet); 9) N.20°15'56"W., 10.00 feet to a point on a curve; 10) Northeasterly, 1180.76 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 36°19'45" (chord bearing N.51°34'11"E., 1161.08 feet) to a point of tangency; 11) N.33°24'19"E., 316.44 feet; 12) S.56°35'41"E., 10.00 feet; 13) N.33°24'19"E., 105.00 feet; 14) N.56°35'41"W., 10.00 feet; 15) N.33°24'19"E., 648.55 feet to a point of curvature; 16) Northeasterly, 759.52 feet along the arc of a curve to the right having a radius of 1587.02 feet and a central angle of 27°25'15" (chord bearing N.47°06'56"E., 752.29 feet); 17) S.29°10'26"E., 5.00 feet to a point on a curve; 18) Northeasterly, 72.48 feet along the arc of a curve to the right having a radius of 1582.02 feet and a central angle of 02°37'30" (chord bearing N.62°08'19"E., 72.47 feet); 19) N.26°32'56"W., 5.00 feet to a point on a curve; 20) Northeasterly, 12.58 feet along the arc of a curve to the right having a radius of 1587.02 feet and a central angle of 00°27'16" (chord bearing N.80°40'41"E., 12.58 feet) to a point of tangency; 21) N.63°54'19"E., 509.93 feet to a point of curvature; 22) Northeasterly, 2794.60 feet along the arc of a curve to the right having a radius of 5879.58 feet and a central angle of 25°11'45" (chord bearing N.76°30'11"E., 2477.52 feet); 23) S.00°53'56"E., 10.00 feet; 24) Northeasterly, 41.29 feet along the arc of a curve to the right having a radius of 5569.58 feet and a central angle of 00°25'02" (chord bearing N.89°18'35"E., 41.29 feet) to a point of tangency; 25) 89°31'06"E., 218.28 feet; 26) N.00°28'54"W., 10.00 feet; 27) N.89°31'06"E., 407.28 feet; 28) S.00°28'54"E., 10.00 feet; 29) N.89°31'06"E., 90.00 feet; 30) N.00°28'54"W., 10.00 feet; 31) N.89°31'06"E., 144.64 feet to a point on a line 350.75 feet West of and parallel with the East boundary of aforesaid Section 36; thence along said line being 350.75 feet West of and parallel with the East boundary of Section 36, S.00°12'25"E., 1856.30 feet to a point on the Westerly boundary of the

THIS IS NOT A COPY

property described in Official Record Book 3082, Page 466, Public Records of Hillsborough County, Florida; thence along said Westerly boundary, Southwesterly, 193.44 feet along the arc of a curve to the left having a radius of 2420.00 feet and a central angle of $04^{\circ}34'47''$ (chord bearing $S.24^{\circ}28'19''W.$, 193.38 feet); thence $N.81^{\circ}44'38''W.$, 60.25 feet; thence $S.31^{\circ}04'36''W.$, 453.91 feet; thence $S.14^{\circ}57'48''E.$, 213.08 feet to a point on the aforesaid Westerly boundary of the property described in Official Record Book 3082, Page 466; thence along said Westerly boundary, $S.22^{\circ}10'55''W.$, 35.08 feet to a point of curvature; thence continuing along said Westerly boundary, Southwesterly, 782.40 feet along the arc of a curve to the right having a radius of 2960.00 feet and a central angle of $15^{\circ}08'40''$ (chord bearing $S.29^{\circ}45'15''W.$, 780.12 feet) to a point on the Northerly boundary of Cypressview, Phase I, Unit 2, as recorded in Plat Book 88, Page 28, Public Records of Hillsborough County, Florida; thence along said Northerly boundary the following eight (8) courses: 1) $N.51^{\circ}44'07''W.$, 12.05 feet; 2) $N.88^{\circ}53'00''W.$, 230.00 feet; 3) $S.01^{\circ}27'00''W.$, 92.00 feet; 4) $S.41^{\circ}36'00''E.$, 130.00 feet; 5) $S.30^{\circ}28'00''W.$, 68.00 feet; 6) $S.67^{\circ}54'00''W.$, 92.00 feet; 7) $N.65^{\circ}00'00''W.$, 62.00 feet; 8) $N.43^{\circ}15'00''W.$, 111.00 feet; thence along said Northerly boundary of Cypressview, Phase I, Unit 2 and the Northerly boundary of Cypressview, Phase I, Unit 1 as recorded in Plat Book 54, Page 26, Public Records of Hillsborough County, Florida, $S.65^{\circ}46'00''W.$, 412.00 feet; thence along said Northerly boundary of Cypressview, Phase I, Unit 1 the following six (6) courses: 1) $S.34^{\circ}58'00''W.$, 201.00 feet; 2) $S.00^{\circ}28'00''E.$, 130.00 feet; 3) $S.23^{\circ}21'00''W.$, 108.00 feet; 4) $S.60^{\circ}22'00''W.$, 108.00 feet; 5) $S.71^{\circ}27'10''E.$, 310.00 feet; 6) $S.22^{\circ}44'45''E.$, 218.75 feet; thence $S.67^{\circ}14'17''W.$, 109.31 feet; thence $S.22^{\circ}45'43''E.$, 35.00 feet to a point on the Westerly boundary of the property described in Official Record Book 2270, Page 777, Public Records of Hillsborough County, Florida; thence along said Westerly boundary the following two (2) courses: 1) $S.67^{\circ}14'17''W.$, 889.91 feet to a point of curvature; 2) Southwesterly, 523.13 feet along the arc of a curve to the left having a radius of 832.07 feet and a central angle of $36^{\circ}01'21''$ (chord bearing $S.49^{\circ}13'37''W.$, 514.56 feet); thence $N.60^{\circ}48'02''W.$, 540.68 feet; thence $S.03^{\circ}27'09''W.$, 123.47 feet; thence $S.48^{\circ}01'37''W.$, 46.85 feet; thence $S.67^{\circ}05'35''W.$, 47.32 feet; thence $S.33^{\circ}36'25''W.$, 54.90 feet; thence $S.41^{\circ}45'08''W.$, 213.57 feet; thence $S.54^{\circ}12'16''W.$, 71.64 feet; thence $S.08^{\circ}01'52''W.$, 53.28 feet; $S.16^{\circ}08'55''E.$, 55.57 feet; thence $S.11^{\circ}48'11''W.$, 62.13 feet; $S.20^{\circ}49'21''W.$, 63.76 feet; thence $S.13^{\circ}06'51''E.$, 63.59 feet; thence $S.24^{\circ}10'07''E.$, 17.62 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

From the Southeast corner of the aforesaid Section 35, run thence along the East boundary of said Section 35, $N.00^{\circ}00'47''W.$, 935.54 feet to a point on the Northerly right-of-way line of the aforesaid 19th Avenue Northwest, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line the following eleven (11) courses: 1) $S.33^{\circ}24'19''W.$, 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of $35^{\circ}58'59''$ (chord bearing $S.51^{\circ}22'48''W.$, 1087.63 feet); 3) $N.20^{\circ}38'42''W.$, 10.00 feet to a point on a curve; 4) Southwesterly, 159.54 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of $08^{\circ}13'01''$ (chord bearing $S.71^{\circ}57'48''W.$, 159.49 feet); 5) $S.15^{\circ}25'41''E.$, 10.00 feet to a point on a curve; 6) Southwesterly, 466.34 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of $15^{\circ}08'45''$ (chord bearing $S.82^{\circ}09'11''W.$, 464.98 feet) to a point of tangency; 7) $S.89^{\circ}44'04''W.$, 1004.92 feet; 8) $N.00^{\circ}15'56''W.$, 10.00 feet; 9) $S.89^{\circ}44'04''W.$, 195.00 feet; 10) $S.00^{\circ}15'56''E.$, 10.00 feet; 11) $S.89^{\circ}44'04''W.$, 850.50 feet to a point on the aforesaid Easterly limited access right-of-way line of Interstate Highway No. 75 (S.R. 93-A); thence along said Easterly limited access right-of-way line the following five (5) courses: 1) $N.00^{\circ}15'56''W.$, 25.00 feet; 2) $N.86^{\circ}10'19''W.$, 490.30 feet; 3) $S.89^{\circ}44'04''W.$, 500.00 feet; 4) $N.00^{\circ}13'55''W.$, 744.16 feet to a point of curvature; 5) Northeastern, 3326.53 feet along the arc of a curve to the right having a radius of 7509.44 feet and a central angle of $25^{\circ}22'51''$ (chord bearing $N.12^{\circ}27'31''E.$, 3299.40 feet); thence $S.31^{\circ}36'31''E.$, 752.52 feet to a point on a line 1750.00 feet South of and parallel with the North boundary of said Section 35; thence along said line being 1750.00 feet South of and parallel with the North boundary of Section 35, $N.89^{\circ}39'10''E.$, 3465.98 feet to a point on the aforesaid East boundary of Section 35; thence along said East boundary, $S.00^{\circ}00'47''E.$, 2499.28

feet to the POINT OF BEGINNING.

OFF. REC. 5084 6 027

LESS the following described (10.06 ACRES PARCEL)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 1, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northwest 1/4 of said Section 1; run thence along the East boundary of said Northwest 1/4, N.00°37'36"W., 727.21 feet to a point on a curve, said point also being a point on the Northerly boundary of the property described in Official Record Book 3082, Page 466, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said Northerly boundary, Southwesterly, 363.26 feet along the arc of a curve to the left having a radius of 832.07 feet and a central angle of 25°00'51" (chord bearing S.43°43'21"W., 360.39 feet); thence N.60°48'02"W., 540.68 feet; thence along the Environmental Line as surveyed the following twenty-nine (29) courses: 1) N.03°27'08"E., 40.81 feet; 2) N.36°44'36"E., 26.88 feet; 3) S.83°11'21"E., 52.12 feet; 4) S.87°14'08"E., 34.37 feet; 5) N.74°15'27"E., 22.57 feet; 6) N.59°44'37"E., 29.84 feet; 7) S.86°23'54"E., 50.01 feet; 8) N.79°02'58"E., 51.53 feet; 9) N.65°57'42"E., 52.40 feet; 10) S.29°11'38"E., 44.33 feet; 11) S.75°17'32"E., 24.68 feet; 12) S.44°34'03"E., 38.92 feet; 13) S.86°32'05"E., 26.21 feet; 14) S.68°38'24"E., 39.81 feet; 15) N.48°18'45"E., 28.60 feet; 16) S.40°44'12"E., 41.98 feet; 17) N.79°26'51"E., 41.15 feet; 18) N.42°37'33"E., 137.39 feet; 19) N.32°44'29"E., 56.73 feet; 20) N.43°28'30"E., 71.11 feet; 21) N.49°30'33"E., 133.52 feet; 22) N.70°11'24"E., 66.79 feet; 23) N.81°16'17"E., 76.61 feet; 24) N.63°21'47"E., 79.80 feet; 25) N.60°24'54"E., 268.73 feet; 26) N.25°58'59"E., 97.39 feet; 27) N.03°43'04"E., 40.12 feet; 28) N.42°29'19"E., 128.13 feet; 29) N.67°46'31"E., 89.37 feet to a point on the Southerly boundary of Cypressview, Phase 1, Unit 1, as recorded in Plat Book 54, Page 25, Public Records of Hillsborough County, Florida, thence along said Southerly boundary S.71°27'10"E., 220.79 feet; thence S.22°44'45"E., 218.35 feet; thence S.67°14'17"W., 109.31 feet; thence S.22°45'43"E., 35.00 feet to a point on the aforesaid Northerly boundary of the property described in Official Record Book 3082, Page 466, Public Records of Hillsborough County, Florida; thence along said Northerly boundary the following two (2) courses: 1) S.67°14'17"W., 869.91 feet to a point of curvature; 2) Southwesterly, 159.87 feet along the arc of a curve to the left having a radius of 832.07 feet and a central angle of 11°00'30" (chord bearing S.61°44'02"W., 159.62 feet to the POINT OF BEGINNING.

ALSO LESS the following described (1.03 ACRE PARCEL)

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, and in the Northeast 1/4 of Section 1, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of said Section 1; run thence along the West boundary of said Northeast 1/4, N.00°37'36"W., 2605.62 feet to the Northwest corner of the Northeast 1/4 of said Section 1; thence along the North boundary of said Northeast 1/4 of Section 1, N.89°34'09"E., 96.41 feet to the Southwest corner of said Southeast 1/4 of Section 36; thence along the South boundary of said Southeast 1/4 of Section 36, N.89°32'16"E., 1625.14 feet to the POINT OF BEGINNING; thence along the Environmental Line as surveyed the following eight (8) courses: 1) N.14°35'26"E., 3.05 feet; 2) N.12°53'02"E., 50.77 feet; 3) S.88°23'09"E., 40.05 feet; 4) N.88°01'53"E., 70.51 feet; 5) N.77°03'57"E., 36.53 feet; 6) N.62°53'49"E., 36.25 feet; 7) N.63°54'58"E., 67.23 feet; 8) N.85°51'55"E., 7.81 feet to a point on the Westerly boundary of the property described in Official Record Book 3082, Page 466, Public Records of Hillsborough County, Florida; thence along said Westerly

OFF. 5084 028
REC.

boundary Southwesterly, 518.83 feet along the arc of a curve to the right having a radius of 2960.00 feet and a central angle $10^{\circ}02'34''$ (chord bearing $S.32^{\circ}18'19''W.$, 518.16 feet); thence along the Environmental Line as surveyed the following four (4) courses: 1) $N.21^{\circ}53'43''E.$, 113.47 feet; 2) $N.15^{\circ}30'37''W.$, 83.04 feet; 3) $N.07^{\circ}03'07''W.$, 103.20 feet; 4) $N.14^{\circ}35'25''E.$, 43.08 feet to the POINT OF BEGINNING.

Containing 1061.12 acres, more or less.

BV/bv

July 7, 1985
rev. July 9, 1985
rev. July 18, 1985

THIS IS NOT A

OFF. REC. 5084 029

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 2, in the Southwest 1/4 of Section 1, in the Northwest 1/4 of Section 12, and in Section 11, all in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, S.89°17'02"W., 37.03 feet to the POINT OF BEGINNING; thence continue along said right-of-way line S.89°17'02"W., 72.50 feet; thence continue along said right-of-way line, N.87°53'21"W., 3432.44 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75, said point being on a curve; thence along said limited access right-of-way line, the following five (5) courses: 1) Northwestwardly, 1081.94 feet along the arc of a curve to the right having a radius of 1179.24 feet and a central angle of 52°34'05" (chord bearing N.50°59'21"W., 1044.39 feet) to a point of compound curvature; 2) Northwestwardly, 971.77 feet along the arc of a curve to the right having a radius of 1815.86 feet and a central angle of 30°39'44" (chord bearing N.09°22'27"W., 960.21 feet) to a point of reverse curvature; 3) Northerly, 1002.22 feet along the arc of a curve to the left having a radius of 7861.95 feet and a central angle of 07°18'14" (chord bearing N.02°18'18"E., 1001.54 feet) to a point of tangency; 4) N.01°22'40"W., 221.17 feet; 5) N.00°13' 55"W., 2503.99 feet to a point on the Northerly boundary of the South 1/2 of the aforesaid Section 2; thence along said Northerly boundary, S.89°53'47"E., 4450.79 feet to the Northeast corner of said South 1/2 of Section 2; thence S.89°09'41"E., 1673.60 feet along the North boundary of the aforesaid Southwest 1/4 of Section 1; thence leaving said North boundary S.24°10'07"E., 39.11 feet; thence S.08°02'29"E., 50.46 feet; thence S.01°18'57"E., 69.48 feet; thence S.16°14'04"E., 60.80 feet; thence S.02°46'28"E., 60.08 feet; thence S.21°52'07"E., 61.20 feet; thence S.04°04'27"W., 45.99 feet; thence S.11°26'08"E., 55.03 feet; thence S.01°38'51"E., 47.48 feet; thence S.20°06'40"E., 53.38 feet; thence S.27°55'12"E., 47.26 feet; thence S.09°04'04"E., 35.77 feet; thence S.42°04'50"W., 29.29 feet; thence S.21°07'00"W., 44.97 feet; thence S.77°56'08"W., 58.18 feet; thence N.76°00'03"W., 77.87 feet; thence N.80°16'28"W., 226.71 feet; thence S.84°46'57"W., 131.68 feet; thence N.58°26'02"W., 135.10 feet; thence N.21°48'58"W., 161.04 feet; thence N.56°08'04"W., 174.64 feet; thence N.87°32'27"W., 120.80 feet; thence N.78°16'53"W., 106.33 feet; thence N.40°34'26"W., 104.56 feet; thence S.53°23'40"W., 146.98 feet; thence S.70°57'11"W., 111.89 feet; thence S.26°31'46"W., 86.07 feet; thence S.47°22'38"W., 176.45 feet; thence S.79°29'05"W., 86.81 feet; thence S.29°13'59"W., 258.65 feet; thence N.10°03'14"W., 279.38 feet; thence N.19°05'26"W., 106.05 feet; thence N.18°43'48"W., 82.85 feet; thence N.37°10'36"W., 60.67 feet; thence N.69°11'42"W., 74.90 feet; thence N.64°18'41"W., 20.38 feet; thence S.45°54'40"W., 284.00 feet; thence N.73°01'22"W., 18.22 feet; thence S.60°13'05"W., 133.17 feet; thence S.21°03'08"E., 258.03 feet to a point on the centerline of CYPRESS CREEK; thence along said centerline, the following thirteen (13) courses: 1) S.07°33'32"E., 362.22 feet; 2) S.20°12'19"E., 371.35 feet; 3) S.48°17'31"E., 44.87 feet; 4) S.32°35'33"E., 231.53 feet; 5) S.04°25'04"E., 553.93 feet; 6) S.15°20'21"W., 216.15 feet; 7) S.35°54'53"W., 259.22 feet; 8) S.61°35'21"W., 108.97 feet; 9) S.46°18'10"W., 97.13 feet; 10) S.24°55'12"W., 91.69 feet; 11) S.18°29'56"E., 376.37 feet; 12) S.78°42'43"E., 350.65 feet; 13) S.00°14'36"W., 2174.20 feet to the POINT OF BEGINNING.

Containing 543.92 acres, more or less.

BV/bv

June 20, 1985
rev. July 30, 1985

THIS IS NOT A
"A"

ELS BERRY BROTHERS, INC.

OFF. 5084 030
REC.

DESCRIPTION: A parcel of land lying in Section 35, Township 31 South, Range 19 East and in Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Section 36, run thence S.00°13'09"E., 1750.00 feet along the Easterly boundary of said Section 36, thence continuing along said Easterly boundary, S.00°13'09"E., 308.08 feet to a point on the Northerly right-of-way line of 19th Avenue; thence along said Northerly right-of-way line of 19th Avenue the following twenty-five (25) courses: (1) S.89°31'06"W., 84.10 feet; (2) N.00°28'54"W., 10.00 feet; (3) S.89°31'06"W., 210.00 feet; (4) S.00°28'54"E., 10.00 feet; (5) S.89°31'06"W., 478.08 feet; (6) N.00°28'54"W., 10.00 feet; (7) S.89°31'06"W., 90.00 feet; (8) S.00°28'54"E., 10.00 feet; (9) S.89°31'06"W., 131.00 feet; (10) N.00°28'54"W., 10.00 feet; (11) S.89°31'06"W., 218.28 feet to a point of curvature; (12) Westerly, 42.16 feet along the arc of a curve to the left, having a radius of 5789.58 feet and a central angle of 00°25'02" (chord bearing S.89°18'35"W., 42.16 feet); (13) S.00°53'56"E., 10.00 feet to a point on a curve; (14) Southwesterly, 2541.57 feet along the arc of a curve to the left, having a radius of 5779.57 feet and a central angle of 25°11'45" (chord bearing S.76°30'11"W., 2521.14 feet) to a point of tangency; (15) S.63°54'19"W., 509.93 feet to a point of curvature; (16) Southwesterly, 13.38 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 00°27'15" (chord bearing S.63°40'41"W., 13.38 feet); (17) N.26°32'56"W., 5.00 feet to a point on a curve; (18) Southwesterly, 77.52 feet along the arc of a curve to the left having a radius of 1692.02 feet and a central angle of 02°37'30" (chord bearing S.62°08'19"W., 77.51 feet); (19) S.29°10'26"E., 5.00 feet to a point on a curve; (20) Southwesterly, 399.85 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 13°34'38" (chord bearing S.54°02'10"W., 398.92 feet); (21) N.42°45'15"W., 5.00 feet to a point on a curve; (22) Southwesterly, 180.88 feet along the arc of a curve to the left having a radius of 1692.02 feet and a central angle of 06°07'30" (chord bearing S.44°11'01"W., 180.79 feet); (23) S.48°52'45"E., 5.00 feet to a point on a curve; (24) Southwesterly, 227.18 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 07°42'56" (chord bearing S.37°15'47"W., 227.01 feet) to a point of tangency; (25) S.33°24'19"W., 35.47 feet to the POINT OF BEGINNING; thence continue along said 19th Avenue the following five (5) courses: (1) S.33°24'19"W., 613.08 feet; (2) N.56°35'41"W., 10.00 feet; (3) S.33°24'19"W., 105.00 feet; (4) S.56°35'41"E., 10.00; (5) S.33°24'19"W., 193.70 feet to a point on the Westerly boundary of the aforesaid Section 36; thence leaving said Northerly right-of-way line of 19th Avenue, N.00°00'47"W., 2498.28 feet along said Westerly boundary of said Section 36; thence S.89°39'10"W., 3465.98 feet along a line 1750.00 feet South of parallel with the North boundary of the aforesaid Section 35; thence N.31°36'31"W., 752.52 feet to a point on the Easterly right-of-way line of Interstate Highway No. 75, said point also being a point on a curve; thence along said Easterly right-of-way line, Northeasterly 938.16 feet along the arc of a curve to the right, having a radius of 7509.44 feet and a central angle of 07°09'29" (chord bearing N.28°43'41"E., 937.55 feet) to a point of tangency; thence continuing along said Easterly right-of-way line, N.32°18'25"E., 341.28 feet to a point on the aforementioned Northerly boundary of Section 35; thence N.89°39'10"E., 3226.95 feet along said Northerly boundary of Section 35 to the Northwest corner of aforesaid Section 36; thence N.89°53'27"E., 1162.52 feet along the North boundary of said Section 36; thence leaving said Northerly boundary of Section 36, S.00°06'39"E., 1750.02 feet; thence S.89°53'27"W., 663.34 feet along a line 1750.00 feet South of and parallel with the North boundary of Section 36; thence S.00°00'47"E., 1738.09 feet to a point on the aforementioned Northerly right-of-way line of 19th Avenue, said point also being the POINT OF BEGINNING.

THIS IS NOT A
CERTIFIED COPY

ELSBERRY, INC.
"B"

OFF. 5084 031
REC.

DESCRIPTION: A parcel of land lying in Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Section 36, run thence S.00°12'25"E., 1750.00 feet along the Easterly boundary of said Section 36; thence continuing along said Easterly boundary, S.00°12'25"E., 308.09 feet to a point on the Northerly right-of-way line of 19th Avenue; thence along said Northerly right-of-way line of 19th Avenue the following fourteen (14) courses: (1) S.89°31'06"W., 84.10 feet; (2) N.00°28'54"W., 10.00 feet; (3) S.89°31'06"W., 210.00 feet; (4) S.00°28'54"E., 10.00 feet; (5) S.89°31'06"W., 478.06 feet; (6) N.00°28'54"W., 10.00 feet; (7) S.89°31'06"W., 90.00 feet; (8) S.00°28'54"E., 10.00 feet; (9) S.89°31'06"W., 131.00 feet; (10) N.00°28'54"W., 10.00 feet; (11) S.89°31'06"W., 218.28 feet to a point of curvature; (12) Westerly, 42.16 feet along the arc of a curve to the left, having a radius of 5789.58 feet and a central angle of 00°25'02" (chord bearing S.89°18'35"W., 42.16 feet); (13) S.00°53'56"E., 10.00 feet to a point on a curve; (14) Southwesterly, 1690.76 feet along the arc of a curve to the left, having a radius of 5779.58 feet and a central angle of 16°45'41" (chord bearing S.80°43'14"W., 1684.74 feet) to the POINT OF BEGINNING; thence continuing along said 19th Avenue the following twelve (12) courses: (1) Southwesterly, 850.82 feet along the arc of a curve to the left having a radius of 5779.58 feet and a central angle of 08°26'05" (chord bearing S.68°07'21"W., 850.05 feet) to a point of tangency; (2) S.63°54'19"W., 509.93 feet to a point of curvature; (3) Southwesterly, 13.38 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 00°27'15" (chord bearing S.63°40'41"W., 13.38 feet); (4) N.26°32'56"W., 5.00 feet to a point on a curve; (5) Southwesterly, 77.52 feet along the arc of a curve to the left having a radius of 1692.02 feet and a central angle of 02°37'30" (chord bearing S.62°08'19"W., 77.51 feet); (6) S.29°10'26"E., 5.00 feet to a point on a curve; (7) Southwesterly, 399.85 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 13°34'38" (chord bearing S.54°02'10"W., 398.92 feet); (8) N.42°45'15"W., 5.00 feet to a point on a curve; (9) Southwesterly, 180.88 feet along the arc of a curve to the left having a radius of 1692.02 feet and a central angle of 08°07'30" (chord bearing S.44°11'01"W., 180.79 feet); (10) S.48°52'45"E., 5.00 feet to a point on a curve; (11) Southwesterly, 227.18 feet along the arc of a curve to the left having a radius of 1687.02 feet and a central angle of 07°42'56" (chord bearing S.37°15'47"W., 227.01 feet) to a point of tangency; (12) S.33°24'19"W., 35.47 feet; thence leaving said Northerly right-of-way line of 19th Avenue, N.00°00'47"W., 1738.09 feet; thence N.89°53'27"E., 1932.85 feet along a line 1750.00 feet South of and parallel with the North boundary of the aforesaid Section 36; thence S.00°00'47"E., 584.86 feet to a point on the aforesaid Northerly right-of-way line of 19th Avenue, said point also being the POINT OF BEGINNING.

D221:ELS/RB

September 15, 1986

EXHIBIT "A"
Page 7 of 14.

THIS IS NOT A
"C" COPY
OFF. 5084 032
REC.

DESCRIPTION: A parcel of land lying in Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 36, run thence S.00°12'25"E., 1750.00 feet along the Easterly boundary of said Section 36, thence continuing along said Easterly boundary, S.00°12'25"E., 308.09 feet to a point on the Northerly right-of-way line of 19th Avenue; thence along said Northerly right-of-way line of 19th Avenue the following fourteen (14) courses: (1) S.89°31'06"W., 84.10 feet; (2) N.00°28'54"W., 10.00 feet; (3) S.89°31'06"W., 210.00 feet; (4) S.00°28'54"E., 10.00 feet; (5) S.89°31'06"W., 478.06 feet; (6) N.00°28'54"W., 10.00 feet; (7) S.89°31'06"W., 90.00 feet; (8) S.00°28'54"E., 10.00 feet; (9) S.89°31'06"W., 131.00 feet; (10) N.00°28'54"W., 10.00 feet; (11) S.89°31'06"W., 218.28 feet to a point of curvature; (12) Westerly, 42.16 feet along the arc of a curve to the left, having a radius of 5789.58 feet and a central angle of 00°25'02" (chord bearing S.89°18'35"W., 42.16 feet); (13) S.00°53'56"E., 10.00 feet to a point on a curve; (14) Southwesterly, 1690.76 feet along the arc of a curve to the left, having a radius of 5779.58 feet and a central angle of 16°45'41" (chord bearing S.80°43'14"W., 1684.74 feet); thence leaving said Northerly right-of-way line of 19th Avenue, N.00°00'47"W., 584.86 feet; thence S.89°53'27"W., 1269.51 feet; thence N.00°06'39"W., 1750.02 feet to a point on the aforementioned North boundary of Section 36; thence N.89°53'27"E., 4181.76 feet along said North boundary of Section 36, to the POINT OF BEGINNING.

D221:ELS/RC

September 15, 1986

EXHIBIT "A"

Page 8 of 14

THIS IS NOT A COPY
ELSBERRY PARTNERSHIP, INC.
"D"

OFF. REC. 5084 033

BEGINNING at a point marking the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 31 South, Range 20 East, Hillsborough County, Florida, and run thence N. 89°44'44"E., (N. 89°44'26"E., survey) along the South boundary of the North 1/4 of the said Section 31, a distance of 5285.50 feet, (5285.96 feet, survey) to a point on the Westerly right of way line of U.S. Highway No. 301; thence S. 00°27'05"E., (S. 00°26'30"E., survey) along said right of way line a distance of 1430.85 feet (survey) to a point on the Northerly right of way line of 19th Avenue Northwest Extension; thence along said Northerly right of way line of 19th Avenue Northwest Extension the following sixteen (16) courses: 1) S. 89°29'13"W., 33.20 feet; 2) S. 00°30'47"E., 50.00 feet; 3) S. 89°29'13"W., 746.29 feet to a point of curvature; 4) Northwestery, 786.13 feet along the arc of a curve to the right, having a radius of 1425.00 feet and a central angle of 31°36'30" (chord bearing N. 74°42'32"W., 776.19 feet); 5) N. 31°05'42"E., 10.00 feet to a point on a curve; 6) Northwestery, 114.16 feet along the arc of a curve to the right having a radius of 1415.00 feet and a central angle of 04°37'21" (chord bearing N. 56°35'37"W., 114.13 feet); 7) N. 35°43'03"E., 30.00 feet to a point on a curve; 8) Northwestery, 65.73 feet along the arc of a curve to the right having a radius of 1385.00 feet and a central angle of 02°43'09" (chord bearing N. 52°55'22"W., 65.72 feet); 9) S. 38°26'12"W., 40.00 feet to a point on a curve; 10) Northwestery, 61.26 feet along the arc of a curve to the right having a radius of 1425.00 feet and a central angle of 02°27'48" (chord bearing N. 50°19'54"W., 61.26 feet) to a point of reverse curvature; 11) continue Northwestery, 1138.40 feet along the arc of a curve to the left having a radius of 1575.00 feet and a central angle of 41°24'47" (chord bearing N. 69°48'24"W., 1113.78 feet) to a point of tangency; 12) 89°29'13"W., 111.83 feet; 13) N. 00°30'47"W., 10.00 feet; 14) S. 89°29'13"W., 255.00 feet; 15) S. 00°30'47"E., 10.00 feet; 16) S. 89°29'13"W., 2157.37 feet to a point on the Westerly boundary of the aforesaid Section 31; thence N. 00°13'09"W., (N. 00°12'24"W., survey) along said Westerly boundary a distance of 753.16 feet, (754.13 feet, survey) to the POINT OF BEGINNING.

D221:ELS/RD

SEPTEMBER 16, 1986

EXHIBIT "A"

Page 9 of 14

EXCEPTING THE FOLLOWING DESCRIBED PARCEL:
THIS IS NOT A

REC-5084 034

ENVIRONMENTAL AREA

DESCRIPTION: A parcel of land lying in Section 35 and Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, and in Section 1 and Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northwest 1/4 of said Section 1, run thence along the South boundary of said Northwest 1/4 of Section 1, N.89°09'41"W., 1047.86 feet to the POINT OF BEGINNING; thence continue along said South boundary, N.89°09'41"W., 1673.61 feet to the Southeast corner of Northeast 1/4 of said Section 2; thence along the South boundary of said Northeast 1/4 of Section 2, N.89°53'47"W., 3227.65 feet; thence along the Wetlands Line, as surveyed, the following courses numbered 68 through 199:

1) S.24°10'07"E., 39.11 Feet	55) N.88°33'56"W., 124.23 Feet
2) S.08°02'29"E., 50.48 Feet	56) S.78°35'55"W., 129.40 Feet
3) S.01°18'57"E., 69.48 Feet	57) N.65°21'43"W., 240.41 Feet
4) S.16°14'04"E., 60.80 Feet	58) S.80°44'01"W., 208.21 Feet
5) S.02°46'28"E., 60.08 Feet	59) N.66°18'47"W., 207.41 Feet
6) S.21°52'07"E., 61.20 Feet	60) N.65°17'45"W., 100.16 Feet
7) S.04°04'27"W., 45.99 Feet	61) S.65°42'17"W., 329.93 Feet
8) S.11°26'08"E., 55.03 Feet	62) N.06°48'37"W., 237.91 Feet
9) S.01°38'51"E., 47.45 Feet	63) N.83°01'46"E., 131.62 Feet
10) S.20°06'40"E., 53.38 Feet	64) N.44°59'46"E., 179.56 Feet
11) S.27°55'12"E., 47.26 Feet	65) N.13°20'26"W., 208.69 Feet
12) S.09°04'04"E., 35.77 Feet	66) N.04°19'35"W., 157.98 Feet
13) S.42°04'50"W., 29.29 Feet	67) N.48°23'57"W., 572.30 Feet
14) S.21°07'00"W., 44.97 Feet	68) N.11°46'09"E., 197.53 Feet
15) S.77°56'08"W., 58.18 Feet	69) N.41°03'44"W., 33.24 Feet
16) N.76°00'03"W., 77.87 Feet	70) N.72°24'33"E., 140.78 Feet
17) N.80°16'28"W., 226.71 Feet	71) N.80°50'18"E., 212.55 Feet
18) S.84°46'57"W., 131.68 Feet	72) S.82°03'15"E., 195.97 Feet
19) N.58°26'02"W., 136.10 Feet	73) N.39°13'42"E., 171.50 Feet
20) N.21°48'58"W., 161.04 Feet	74) N.64°42'24"W., 66.88 Feet
21) N.56°08'04"W., 174.64 Feet	75) N.67°39'34"W., 86.64 Feet
22) N.87°32'27"W., 120.80 Feet	76) N.00°19'51"E., 144.92 Feet
23) N.78°16'53"W., 106.33 Feet	77) N.84°57'59"E., 79.64 Feet
24) N.40°34'26"W., 104.56 Feet	78) S.71°41'08"E., 101.64 Feet
25) S.53°23'40"W., 146.98 Feet	79) S.87°00'47"E., 104.92 Feet
26) S.70°57'11"W., 111.89 Feet	80) N.45°08'38"E., 54.25 Feet
27) S.26°31'46"W., 66.07 Feet	81) S.64°24'29"E., 62.30 Feet
28) S.47°22'38"W., 176.45 Feet	82) N.70°54'15"E., 49.14 Feet
29) S.79°29'05"W., 96.81 Feet	83) N.05°26'27"E., 71.61 Feet
30) S.29°13'58"W., 258.65 Feet	84) N.42°11'32"E., 65.08 Feet
31) N.10°03'14"W., 279.38 Feet	85) S.74°58'18"E., 151.72 Feet
32) N.19°05'26"W., 106.05 Feet	86) N.41°32'17"E., 198.86 Feet
33) N.18°43'48"W., 82.85 Feet	87) N.85°39'46"E., 82.25 Feet
34) N.37°10'35"W., 60.67 Feet	88) N.64°05'26"E., 50.50 Feet
35) N.69°11'42"W., 74.90 Feet	89) N.36°38'40"E., 57.12 Feet
36) N.64°18'41"W., 20.38 Feet	90) S.85°14'38"E., 112.74 Feet
37) S.45°54'40"W., 284.00 Feet	91) N.13°49'12"E., 115.50 Feet
38) N.73°01'22"W., 18.22 Feet	92) N.01°42'23"E., 103.34 Feet
39) S.60°13'08"W., 144.02 Feet	93) N.14°56'02"E., 203.75 Feet
40) S.59°25'37"W., 49.40 Feet	94) N.05°49'08"E., 39.51 Feet
41) S.03°47'49"E., 133.14 Feet	95) N.50°26'25"E., 29.19 Feet
42) S.01°21'47"E., 134.75 Feet	96) S.82°07'41"E., 98.50 Feet
43) S.31°08'15"E., 84.54 Feet	97) S.20°37'48"E., 24.72 Feet
44) S.13°50'32"E., 97.20 Feet	98) N.21°24'56"E., 84.60 Feet
45) S.75°01'22"W., 77.99 Feet	99) N.10°29'16"E., 91.46 Feet
46) S.72°51'19"W., 99.52 Feet	100) N.70°15'55"E., 36.62 Feet
47) S.61°32'23"W., 146.39 Feet	101) S.82°48'20"E., 37.59 Feet
48) S.71°27'34"W., 149.30 Feet	102) S.52°56'41"E., 40.07 Feet
49) S.13°55'50"E., 76.67 Feet	103) N.88°44'11"E., 63.09 Feet
50) S.40°03'47"W., 66.50 Feet	104) N.47°56'24"E., 81.62 Feet
51) S.89°47'38"W., 66.59 Feet	105) N.51°26'54"E., 31.75 Feet
52) S.81°57'17"W., 178.78 Feet	106) N.59°48'27"E., 72.74 Feet
53) N.74°12'52"W., 279.97 Feet	107) N.42°31'02"W., 64.71 Feet
54) S.85°59'22"W., 233.49 Feet	108) S.76°50'46"E., 152.70 Feet

THIS IS NOT A

OFF. 5084 035
REC.

COPY

109)	N.79°56'30"E.	73.01	Feet	155)	N.00°24'40"W.	61.04	Feet
110)	N.89°39'50"E.	60.75	Feet	156)	N.20°45'54"W.	60.37	Feet
111)	N.61°49'44"E.	51.37	Feet	157)	N.10°25'52"E.	79.80	Feet
112)	S.36°18'20"E.	115.30	Feet	158)	N.68°18'59"E.	68.68	Feet
113)	N.87°39'42"E.	37.67	Feet	159)	N.44°02'55"W.	108.69	Feet
114)	N.86°22'08"E.	32.56	Feet	160)	N.02°18'47"E.	126.59	Feet
115)	N.64°42'23"E.	51.99	Feet	161)	N.45°55'08"W.	97.41	Feet
116)	N.32°29'57"E.	29.41	Feet	162)	N.64°32'16"E.	37.51	Feet
117)	S.73°35'53"E.	32.45	Feet	163)	N.71°01'50"W.	93.00	Feet
118)	S.13°13'02"E.	34.63	Feet	164)	N.37°35'15"E.	37.18	Feet
119)	S.01°16'38"W.	80.19	Feet	165)	N.24°02'56"W.	18.82	Feet
120)	S.22°57'13"E.	85.16	Feet	166)	N.00°16'44"W.	23.81	Feet
121)	S.62°30'51"E.	60.59	Feet	167)	N.18°04'11"E.	18.52	Feet
122)	S.55°58'55"E.	109.36	Feet	168)	N.61°36'40"E.	37.12	Feet
123)	S.68°53'50"E.	76.21	Feet	169)	N.52°51'36"E.	30.32	Feet
124)	S.26°21'25"E.	45.81	Feet	170)	N.15°02'40"E.	31.28	Feet
125)	S.15°57'37"E.	31.32	Feet	171)	N.48°24'29"E.	27.11	Feet
126)	S.11°53'09"W.	31.40	Feet	172)	N.86°13'22"E.	25.67	Feet
127)	S.68°26'08"E.	38.31	Feet	173)	N.17°20'18"W.	18.81	Feet
128)	S.15°26'32"E.	32.75	Feet	174)	N.42°00'14"W.	17.25	Feet
129)	N.75°04'11"E.	32.58	Feet	175)	N.16°14'56"W.	34.02	Feet
130)	S.88°26'49"E.	30.64	Feet	176)	N.10°32'36"E.	62.17	Feet
131)	S.27°19'53"E.	59.88	Feet	177)	N.12°02'45"E.	89.70	Feet
132)	N.82°30'06"E.	59.09	Feet	178)	N.68°04'48"E.	23.07	Feet
133)	N.10°47'39"W.	68.82	Feet	179)	N.73°05'11"E.	32.79	Feet
134)	N.32°37'02"E.	30.23	Feet	180)	N.05°52'10"E.	23.13	Feet
135)	S.68°04'49"E.	36.86	Feet	181)	N.17°05'28"W.	25.00	Feet
136)	S.65°42'52"E.	176.21	Feet	182)	N.59°03'53"W.	54.89	Feet
137)	N.55°22'46"E.	61.57	Feet	183)	N.28°10'33"W.	25.84	Feet
138)	N.89°08'32"E.	44.65	Feet	184)	N.81°35'17"W.	36.97	Feet
139)	N.83°07'18"E.	291.61	Feet	185)	S.66°08'53"W.	34.73	Feet
140)	N.59°57'43"W.	84.57	Feet	186)	S.16°32'19"W.	41.68	Feet
141)	N.07°41'04"E.	155.92	Feet	187)	S.80°44'50"W.	47.99	Feet
142)	S.82°59'41"W.	34.50	Feet	188)	N.14°05'49"W.	19.22	Feet
143)	N.64°05'41"W.	32.35	Feet	189)	N.58°44'49"W.	42.24	Feet
144)	N.63°48'46"E.	66.65	Feet	190)	S.77°04'18"W.	36.72	Feet
145)	N.32°25'50"W.	25.69	Feet	191)	S.54°00'32"W.	20.58	Feet
146)	N.29°04'03"E.	30.58	Feet	192)	N.63°41'54"W.	24.99	Feet
147)	S.82°40'11"W.	77.03	Feet	193)	N.19°35'59"W.	23.12	Feet
148)	N.37°14'34"E.	35.12	Feet	194)	N.44°22'12"W.	43.19	Feet
149)	N.02°39'24"E.	40.84	Feet	195)	N.39°43'00"W.	28.64	Feet
150)	N.63°21'12"W.	86.54	Feet	196)	N.70°25'15"W.	37.50	Feet
151)	N.23°48'01"W.	43.79	Feet	197)	N.26°04'52"W.	27.10	Feet
152)	N.57°39'06"E.	59.19	Feet	198)	N.01°23'19"E.	43.57	Feet
153)	N.20°43'45"E.	77.55	Feet	199)	N.14°55'26"W.	41.41	Feet
154)	N.47°28'06"E.	59.25	Feet				

to a point on a curve, said point also being a point on the Southerly right-of-way line of 19th Avenue Northwest, as recorded in Official Record Book 3931, Page 1227, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line, Northeasterly, along course number 200, 286.47 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 08°48'50" (chord bearing N.37°48'44"E., 286.19 feet) to a point of tangency; thence continue along said Southerly right-of-way line along course number 201, N.33°24'19"E., 202.89 feet; thence run along the Wetlands Line, as surveyed, the following courses numbered 202 through 208:

202)	S.62°25'08"E.	50.13	Feet	206)	N.22°15'46"W.	34.58	Feet
203)	N.62°13'06"E.	55.28	Feet	207)	N.77°24'55"W.	96.26	Feet
204)	N.87°01'58"E.	83.16	Feet	208)	S.87°25'24"W.	41.89	Feet
205)	N.48°48'05"E.	33.74	Feet				

to a point on the aforesaid Southerly right-of-way line; thence along said Southerly right-of-way line the following courses numbered 209 through 213:

THIS IS NOT A

OFF. 5084 036
REC.

209) N.33°24'19"E., 16.40 Feet 212) N.56°35'41"W., 10.00 Feet
210) S.56°35'41"E., 10.00 Feet 213) N.33°24'19"E., 343.24 Feet
211) N.33°24'19"E., 105.00 Feet

thence run along the Wetlands Line as surveyed the following courses numbered 214 through 227:

214) S.51°27'38"E., 45.84 Feet 221) N.06°38'01"W., 36.07 Feet
215) N.41°24'58"E., 70.11 Feet 222) N.36°13'51"E., 111.82 Feet
216) S.58°22'18"E., 20.94 Feet 223) N.57°49'41"E., 110.64 Feet
217) S.26°10'56"E., 21.32 Feet 224) N.03°33'12"E., 37.44 Feet
218) N.70°20'19"E., 33.47 Feet 225) N.17°47'21"W., 65.38 Feet
219) N.16°46'50"E., 46.01 Feet 226) N.24°22'18"E., 102.63 Feet
220) N.62°08'41"E., 40.01 Feet 227) N.71°51'28"W., 43.51 Feet

to a point on a curve, said point also being a point on the aforesaid Southerly right-of-way line of 19th Avenue Northwest; thence along said Southerly right-of-way line, Northeasterly, along course number 228, 189.14 feet along the arc of a curve to the right having a radius of 1587.02 feet and a central angle of 05°44'43" (chord bearing N.45°40'37"E., 159.07 feet); thence run along the Wetlands Line, as surveyed, the following courses numbered 229 through 248:

229) S.58°21'02"E., 54.02 Feet 239) S.60°49'38"E., 70.68 Feet
230) S.75°29'28"E., 97.34 Feet 240) N.88°30'08"E., 17.78 Feet
231) N.55°09'54"E., 87.29 Feet 241) N.10°47'16"E., 61.14 Feet
232) N.83°54'54"E., 82.25 Feet 242) N.19°24'48"E., 39.07 Feet
233) N.50°56'26"E., 53.21 Feet 243) S.74°31'28"E., 32.69 Feet
234) N.41°25'24"E., 71.52 Feet 244) N.78°13'28"E., 30.36 Feet
235) N.32°08'09"W., 76.15 Feet 245) N.21°59'55"E., 45.57 Feet
236) N.22°41'49"E., 56.48 Feet 246) N.41°23'12"E., 82.25 Feet
237) S.51°53'08"E., 39.66 Feet 247) N.62°00'21"E., 134.67 Feet
238) N.84°09'03"E., 18.93 Feet 248) N.00°04'52"W., 25.24 Feet

to a point on the aforesaid Southerly right-of-way line; thence along said Southerly right-of-way line course number 249, N.63°54'19"E., 46.08 feet to a point of curvature; thence Northeasterly along course number 250, 1461.77 feet along the arc of a curve to the right having a radius of 5679.58 feet and a central angle of 14°44'47" (chord bearing N.71°16'42"E., 1457.74 feet); thence run along the Wetlands Line, as surveyed, the following courses numbered 251 through 282:

251) S.89°52'43"E., 38.00 Feet 267) S.33°53'00"E., 31.65 Feet
252) N.74°02'37"E., 61.60 Feet 268) S.60°14'31"E., 49.31 Feet
253) S.83°43'01"E., 29.52 Feet 269) N.84°58'26"E., 52.44 Feet
254) N.77°57'05"E., 62.79 Feet 270) N.22°01'40"E., 40.29 Feet
255) S.86°52'10"E., 46.80 Feet 271) N.59°04'48"E., 41.29 Feet
256) S.04°27'12"E., 15.31 Feet 272) S.86°02'38"E., 34.31 Feet
257) S.26°42'33"E., 25.40 Feet 273) N.44°03'54"E., 39.81 Feet
258) N.73°32'03"E., 35.21 Feet 274) N.79°46'35"E., 54.47 Feet
259) N.55°45'24"E., 55.07 Feet 275) N.59°16'04"E., 72.79 Feet
260) N.34°21'24"E., 38.14 Feet 276) S.42°14'53"E., 56.93 Feet
261) S.30°41'56"E., 91.20 Feet 277) N.56°05'03"E., 87.11 Feet
262) S.17°26'23"W., 25.64 Feet 278) N.82°43'39"E., 88.01 Feet
263) S.59°19'28"W., 45.77 Feet 279) N.18°43'31"W., 22.70 Feet
264) S.75°54'51"E., 34.10 Feet 280) N.65°16'11"W., 28.40 Feet
265) N.86°27'38"E., 43.86 Feet 281) N.47°08'39"E., 30.50 Feet
266) S.24°16'28"E., 22.10 Feet 282) N.47°08'39"E., 67.77 Feet

to a point on a curve, said point also being on the Southerly right-of-way line of the aforesaid 19th Avenue Northwest; thence along said Southerly right-of-way line, Northeasterly, along course number 283, 16.78 feet along the arc of a curve to the right having a radius of 5679.58 feet and a central angle of 00°10'09" (chord bearing N.89°00'

THIS IS NOT A

OFF. 5084 037
REC.

59"E., 10.78 feet; thence along the course numbered 284, S.00°53'56"E., 10.00 feet to a point on a curve; thence Northeasterly along course numbered 285, 41.29 feet along the arc of a curve to the right having a radius of 5569.88 feet and a central angle of 90°25'02" (chord bearing N.89°18'35"E., 41.29 feet) to a point of tangency; thence continuing along said Southerly right-of-way line the courses numbered 286 through 292:

286) N.89°31'06"E., 218.28 Feet	290) N.89°31'06"E., 90.00 Feet
287) N.00°28'54"W., 10.00 Feet	291) N.00°28'54"W., 10.00 Feet
288) N.89°31'06"E., 407.28 Feet	292) N.89°31'06"E., 144.64 Feet
289) S.00°28'54"E., 10.00 Feet	

to a point on a line 350.75 feet West of and parallel with the East boundary of aforesaid Section 36; thence along said line being 350.75 feet West of and parallel with the East boundary of Section 36, course number 293, S.00°12'25"E., 1856.30 feet to a point on the Westerly boundary of the property described in Official Record Book 3082, Page 466, Public Records of Hillsborough County, Florida; thence along said Westerly boundary, Southwesterly, along course number 294, 193.44 feet along the arc of a curve to the left having a radius of 2420.00 feet and a central angle of 04°34'47" (chord bearing S.24°28'19"W., 193.38 feet); thence run along the Wetlands Line, as surveyed, the following courses numbered 295 through 297:

295) N.81°44'38"W., 60.25 Feet
296) S.31°04'36"W., 483.91 Feet
297) S.14°57'48"E., 213.08 Feet

to a point on the aforesaid Westerly boundary of the property described in Official Record Book 3082, Page 466; thence along said Westerly boundary course number 298, S.22°10'55"W., 35.08 feet to a point of curvature; thence continuing along said Westerly boundary, Southwesterly, along course number 299, 263.57 feet along the arc of a curve to the right having a radius of 2960.00 feet and a central angle of 05°06'09" (chord bearing S.24°43'58"W., 263.48 feet); thence run along the Wetlands Line the following courses numbered 300 through 306:

300) S.85°51'55"W., 7.81 Feet	302A) S.12°53'02"W., 50.77 Feet
300A) S.63°54'58"W., 67.23 Feet	303) S.14°36'28"W., 46.13 Feet
300B) S.62°53'49"W., 36.25 Feet	304) S.07°03'07"E., 103.20 Feet
301) S.77°03'57"W., 36.53 Feet	305) S.15°30'37"E., 83.04 Feet
301A) S.88°01'53"W., 70.51 Feet	306) S.21°53'43"W., 113.47 Feet
302) N.88°23'08"W., 40.05 Feet	

to a point on the Northerly boundary of Cypressview, Phase 1, Unit 2; as recorded in Plat Book 58, Page 25, Public Records of Hillsborough County, Florida; thence along said Northerly boundary the following courses numbered 307 through 314:

307) N.61°44'07"W., 12.05 Feet	311) S.30°28'00"W., 68.00 Feet
308) N.88°53'00"W., 230.00 Feet	312) S.67°54'00"W., 92.00 Feet
309) S.01°27'00"W., 92.00 Feet	313) N.65°00'00"W., 62.00 Feet
310) S.41°36'00"E., 130.00 Feet	314) N.43°15'00"W., 111.00 Feet

thence along said Northerly boundary of Cypressview, Phase 1, Unit 2 and the Northerly boundary of Cypressview, Phase 1, Unit 1 as recorded in Plat Book 54, Page 25, Public Records of Hillsborough County, Florida, course number 315, S.68°46'00"W., 412.00 feet; thence along said Northerly boundary of Cypressview, Phase 1, Unit 1 the following courses numbered 316 through 320:

316) S.34°58'00"W., 201.00 Feet	319) S.60°22'00"W., 106.00 Feet
317) S.00°28'00"E., 130.00 Feet	320) S.71°27'10"E., 89.21 Feet
318) S.23°21'00"W., 105.00 Feet	

thence run along the Wetlands Line, as surveyed, the following courses
numbered 321 through 360:

321) S. 67°46'31"W., 89.37 Feet	341) S. 65°57'41"W., 62.40 Feet
322) S. 42°29'19"W., 128.15 Feet	342) S. 79°02'58"W., 51.53 Feet
323) S. 03°43'04"W., 40.12 Feet	343) N. 86°23'54"W., 50.01 Feet
324) S. 25°58'59"W., 97.39 Feet	344) S. 59°44'37"W., 29.54 Feet
325) S. 60°24'54"W., 268.73 Feet	345) S. 74°15'27"W., 22.57 Feet
326) S. 63°21'47"W., 79.80 Feet	346) N. 87°14'06"W., 34.37 Feet
327) S. 81°15'17"W., 76.61 Feet	347) N. 83°11'21"W., 52.12 Feet
328) S. 70°11'24"W., 66.79 Feet	348) S. 36°44'36"W., 26.58 Feet
329) S. 49°30'33"W., 133.52 Feet	349) S. 03°27'09"W., 164.28 Feet
330) S. 43°28'30"W., 71.11 Feet	350) S. 48°01'37"W., 46.85 Feet
331) S. 32°44'29"W., 56.73 Feet	351) S. 67°05'35"W., 47.32 Feet
332) S. 42°37'33"W., 137.39 Feet	352) S. 33°36'25"W., 54.90 Feet
333) S. 79°26'51"W., 41.15 Feet	353) S. 41°45'08"W., 213.57 Feet
334) N. 40°44'12"W., 41.98 Feet	354) S. 54°12'16"W., 71.64 Feet
335) S. 48°18'45"W., 28.60 Feet	355) S. 08°01'52"W., 53.28 Feet
336) N. 68°39'24"W., 39.50 Feet	356) S. 16°08'55"E., 55.57 Feet
337) N. 86°32'05"W., 26.21 Feet	357) S. 11°48'11"W., 62.13 Feet
338) N. 44°34'03"W., 38.92 Feet	358) S. 20°49'21"W., 53.76 Feet
339) N. 75°17'32"W., 24.68 Feet	359) S. 13°00'51"E., 63.59 Feet
340) N. 28°11'38"W., 44.33 Feet	360) S. 24°10'07"E., 17.62 Feet

to the POINT OF BEGINNING.

Containing 517.87 acres, more or less.

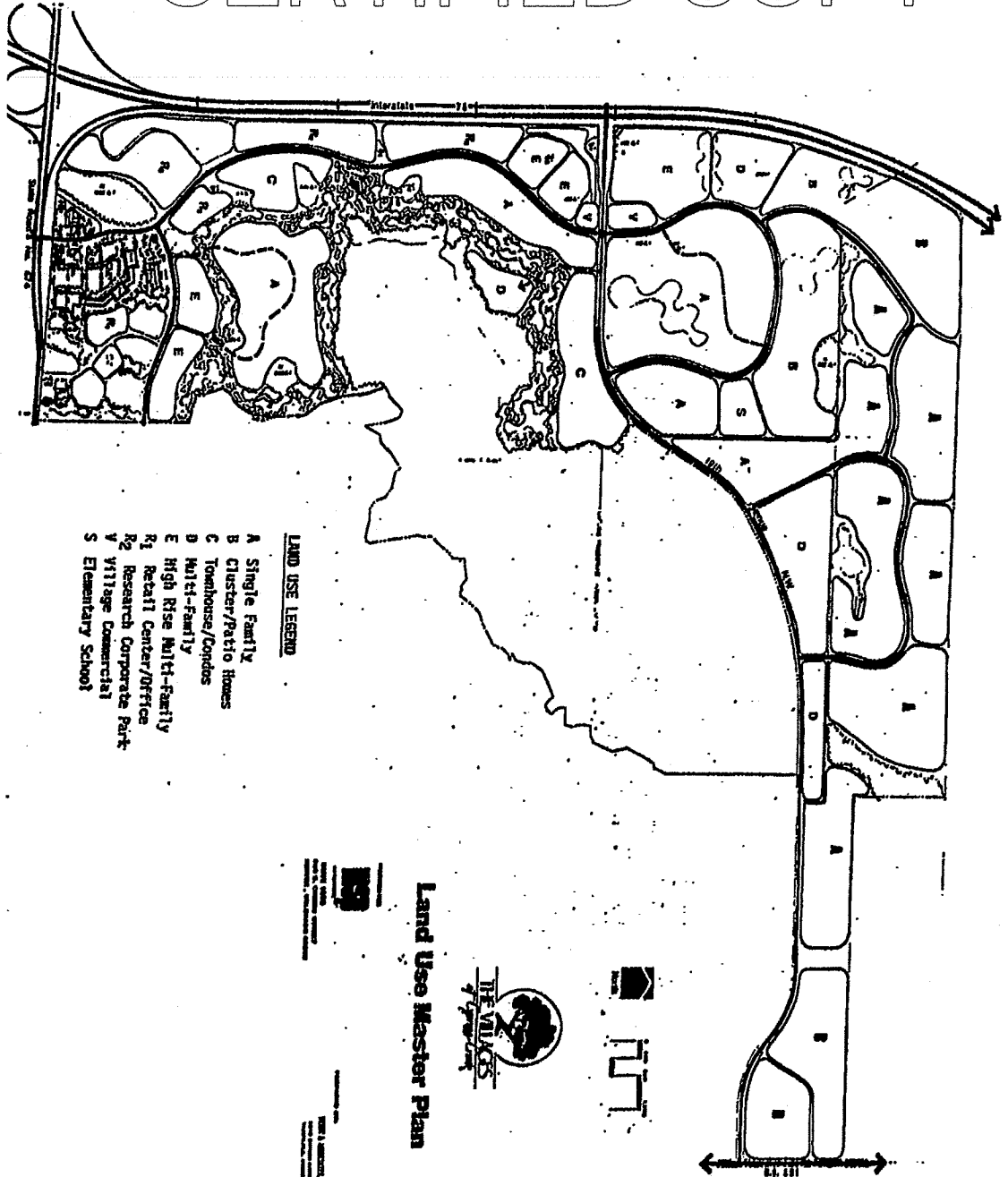
BV/icw

May 29, 1985
rev. July 9, 1985
rev. Sept. 3, 1985

EXHIBIT "B"

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5084 039



VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD ENTRANCE FEATURE
(WEST)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses; 1) S.89°17'02"W., 71.96 feet; 2) S.00°42'58"E., 37.00 feet; 3) S.89°17'02"W., 38.00 feet; 4) N.87°53'21"W., 2619.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 150.00 feet; thence leaving said North right-of-way line, N.02°06'39"E., 35.00 feet; thence S.87°53'21"E., 90.00 feet; thence N.02°06'39"E., 10.00 feet; thence S.87°53'21"E., 55.00 feet; thence N.70°18'34"E., 10.77 feet; thence N.02°06'39"E., 55.00 feet; thence S.87°53'21"E., 30.00 feet; thence S.02°06'39"W., 69.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.47°06'39"W., 49.50 feet) to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 0.21 acres, more or less.

D203.1:VCCENTW
RP/rp

March 05, 1987

VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD ENTRANCE FEATURE
(EAST)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses; 1) S.89°17'02"W., 71.96 feet; 2) S.00°42'58"E., 37.00 feet; 3) S.89°17'02"W., 38.00 feet; 4) N.87°53'21"W., 2287.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 150.00 feet to a point of curvature; thence leaving said North right-of-way line, Northwestarily, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 69.00 feet; thence S.87°53'21"E., 30.00 feet; thence S.02°06'39"W., 55.00 feet; thence S.66°05'16"E., 10.77 feet; thence S.87°53'21"E., 55.00 feet; thence S.02°06'39"W., 10.00 feet; thence S.87°53'21"E., 90.00 feet; thence S.02°06'39"W., 35.00 feet to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 0.21 acres, more or less.

D203.1:VCCENTE
RP/rp

March 05, 1987

THIS IS NOT A

EXHIBIT "D"
ALLOCATION OF ANNUAL ASSESSMENTS

5084 042

Assessments shall be allocated among the Privately Owned Sites by the following factors:

(a) Residential Uses-including detached single family, cluster homes, townhomes, patio homes, condominiums, multi-family, and residential rental apartments, each completed dwelling unit equals 1.0 Assessment Factor or each Privately Owned Site equals 1.0 Assessment Factor, whichever is greater for each Privately Owned Site.

(b) All other Uses-including commercial, retail, office, business parks, hotel/motel, and village commercial, shall be assessed at an equivalency of 1,000 square feet (S.F.) of floor space equals 1.0 Assessment Factor; or each Privately Owned Site equals 1.0 Assessment Factor whichever is greater for each Privately Owned Site.

(c) Status of Improvements as "complete" shall be made as of October 1st each year.

The following table is provided for illustrative purposes only:

USE	# OF UNITS	x ASSESSMENT FACTOR	= TOTAL ASSESSMENT FACTOR
Single Family	200	x 1	= 200 Assessment Factors
Townhomes	100	x 1	= 100 Assessment Factors
Retail	100,000 S.F.		
1,000 S.F.	= 100	x 1	= 100 Assessment Factors
TOTAL:			400 ASSESSMENT FACTORS

ALLOCATION OF ASSESSMENTS ASSUMING \$20,000 ANNUAL ASSESSMENT

Single Family	$\frac{200}{400} = 50\% \times \$20,000.00 = \$10,000$ or \$50.00/unit
Townhomes	$\frac{100}{400} = 25\% \times \$20,000.00 = \$5,000$ or \$50.00/unit
Retail	$\frac{100}{400} = 25\% \times \$20,000.00 = \$5,000$ or \$50.00/S.F.

THIS IS NOT A
DECLARATION OF PROTECTIVE COVENANTS

1/86

THIS DECLARATION ("Declaration") is made this 31st day of January, 1986, by MSP Investment Co., a Colorado general partnership ("MSP") and Sunmark Communities Corp., a Florida corporation ("Sunmark").

RECITAL.

On this date Sunmark has sold to MSP certain property located in Hillsborough County, Florida and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Sunmark is engaged in the business of developing property and owns certain parcels of real property located near the Property and including the aforementioned contiguous property. As a result, in order to grant to Sunmark certain limited approval powers with respect to the landscaping and front elevations of improvements constructed, remodeled or reconstructed on a portion of the Property, both MSP and Sunmark are desirous of imposing certain restrictive covenants upon (1) that portion of the Property that extends 1,000 feet north of the north right-of-way line of State Road 674 and (2) that portion of the Property consisting of approximately 2.00 acres located at the southeast corner of the intersection of the North-South Spine Road and the East-West Road (which portions are collectively referred to as the "Subject Property"). The Subject Property is graphically represented on Exhibit "B" attached hereto.

COVENANTS.

1. Declaration. To further the purposes herein expressed, MSP and Sunmark hereby declare that the Subject Property hereinabove described shall at all times be owned, held, used and occupied subject to the provisions of this Declaration and the covenants, conditions and restrictions contained herein which shall run with the land and pertain to the Property, and each part thereof until this Declaration shall be terminated.

2. Architectural Control. Prior to commencing any improvement, remodeling or reconstruction of the Subject Property, or any part thereof, the owner of the portion to be improved, remodeled or reconstructed shall comply with the provisions hereof and obtain Sunmark's written approval of the landscaping and the materials and appearance of the front elevations, including roof and skin treatment, of any and all improvements of the Subject Property. For purposes hereof, "front elevations" shall mean any elevation visible from traffic on State Road 674. The pertinent architectural and landscaping plans and drawings for any permanent improvements or facilities to be constructed on the Subject Property and the pertinent plans and drawings for any improvements, remodeling or reconstruction thereof (collectively, the "Plans") shall be submitted to Sunmark's designated agent (defined in paragraph 5) prior to the commencement of any such improvement. The Plans shall be in sufficient detail to enable Sunmark to perform its right of prior approval hereunder. Sunmark shall have the right to exercise the review prescribed in paragraph 3 with respect to the Plans and deliver to the owner requesting such approval (the "Plans Submitter") its decision with respect thereto not later than ten (10) days after delivery of the Plans to the Sunmark designated agent (delivery in each instance being in accordance with paragraph 11 hereof). If Sunmark shall fail to timely deliver to the Plans Submitter notice of its decision with respect to the foregoing, then Sunmark shall be deemed to have consented to the Plans as submitted to it for all purposes of this Declaration. If Sunmark delivers to the Plans Submitter timely notice of its disapproval of the Plans, then the Plans Submitter may submit such amended plans and drawings as are required to obtain the

RICHARD L. LAKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

FILED
JAN 31 1986
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

THIS INSTRUMENT WAS PREPARED
BY LAURENCE E. KINSOLVING
RUDNICK & WOLFE
201 E. KENNEDY BLVD., No. 1600
TAMPA, FLORIDA 33602

THIS IS NOT A
 consent of Sunmark. A new ten (10) day time period during which Sunmark must either approve or disapprove of such amended plans and drawings shall begin running at the time of each such resubmittal. The approval by Sunmark of the Plans shall be in recordable form and shall be recorded to evidence compliance with this Declaration. If Sunmark's approval shall be deemed given, because Sunmark shall not timely respond as provided above, the Plans Submitter shall record an affidavit setting forth the facts supporting the approval deemed given pursuant to the preceding sentence. Sunmark's right of architectural and landscaping approval shall be enforceable through an action for injunction. All documents recorded pursuant to this paragraph or any other provision of this Declaration shall refer hereto specifically and shall be recorded in the public records of Hillsborough County, Florida.

3. Standards of Review and Construction. Sunmark shall exercise the powers granted to it by paragraph 2 in a responsible manner and shall not unreasonably withhold approval and written consent. The installation and construction of such improvements approved by Sunmark shall comply in all material respects with the Plans.

4. Temporary Structures. Notwithstanding anything in this Declaration to the contrary, nothing herein shall apply to any Temporary Structure, herein defined, located on the Subject Property. Temporary Structure shall mean (1) any trailer, building, or other structure placed on the Property for a period not to exceed one (1) year, commencing on the date of issuance of the certificate of occupancy, by any bank or other financial institution for purposes of providing services to residents of the Property and surrounding communities, (2) any trailer, building, or other structure located on the Property for purposes of sales of or construction on the Property for a period not to exceed the duration of such sales or construction activity, or (3) any other trailer, building, or other structure to be located on the Property for a period not to exceed three (3) months.

5. Sunmark Designated Agent. Until notice of a change is made as provided herein, Sunmark's designated agent shall be Jay Krinsky at the address listed in paragraph 11 hereof. Sunmark may at any time and from time to time during the term of this Declaration change the identity and/or address of its designated agent by 1) notifying MSF, and 2) recording in the public records of Hillsborough County, Florida a statement containing the name, mailing address and telephone number of the person nominated by Sunmark to perform the designated agent duties of Sunmark set forth herein. The Sunmark designated agent shall never be more than one individual person.

6. Termination. The covenants of this Declaration may be released with respect to all or any portion of the Property upon the written and recorded consent of Sunmark, and shall terminate automatically as to all of the Property remaining subject hereto twenty (20) years from the date hereof.

7. Effect of Provisions of Declaration. Each provision of this Declaration and any agreement, promise or undertaking to comply with each provision of this Declaration shall be deemed to be a covenant running with the Subject Property.

8. Assignment. The burdens and benefits of this Declaration shall be non-assignable by Sunmark without the advance written and recorded consent of all of the owners of the portion of the Property to which such assignment pertains.

9. No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

mb

THIS IS NOT A
 10. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Florida.

COPIED COPY
 11. Delivery and Notice. Notices or other communications (including submission of Plans) to be given or delivered hereunder shall be in writing and deemed given or delivered upon the date of personal delivery for which a receipt is obtained, or shall be deemed given or delivered on the third day after depositing the notice or communication in the United States mail, postage prepaid, sent certified or registered mail, return receipt requested, addressed to the party to whom notice is required to be given at the address set forth below, or to such other address as any party hereto may designate to the other party in writing and regarding which change of address a statement shall be recorded in the public records of Hillsborough County, Florida.

If to MSP:

MSP Investment Co.
 650 South Cherry Street
 Suite 1050
 Denver, Colorado 80222
 Attention: Marcus S. Palkowitsh

RCPT 12007208 CODE 0006 OFR 0101
 FEB 3, 1986 NO. OF PAGES 0008
 REFERENCE NO. 12004808
 TRAN TOTAL 33.00 CHECK

With Copies to:

Robert R. Graft, Esq.
 Graft & Tomson, P.C.
 7430 East Caley Avenue
 Suite 300
 Englewood, Colorado 80111

If to Sunmark or to the Sunmark designated agent:

Sunmark Communities Corp.
 Post Office Box 5698
 Sun City Center, Florida 33570
 Attention: Jay Krinsky

With Copies to:

Laurence E. Kinsolving, Esq.
 Rudnick & Wolfe
 201 East Kennedy Boulevard
 Suite 1600
 Tampa, Florida 33602

12. Resolution of Disputes. If Sunmark shall disapprove the Plans and Sunmark and the Plans Submitter shall fail to agree on acceptable modifications to the Plans, then either party can cause such determination to be made by a third party by appointing an architect or other similar professional and delivering notice of such appointment to the other party. Within ten (10) days after delivery of such notice, the other party must agree with the professional so appointed or appoint another professional. The failure of the other party to appoint another professional or to deliver to the first party notice of such second appointment within such ten (10) day period shall be conclusively deemed to be consent to the first professional so appointed to exercise the standards of review of paragraph 3. If the two professionals are unable to reach a decision within ten (10) days after the date of delivery of notification to the first party of the appointment of the second professional, the two professionals shall appoint a third professional. If such persons are unable for a period of ten (10) days to agree upon a third professional, then either Sunmark or the Plan Submitter may petition the American Arbitration Association to appoint a third professional. Appointment of the third professional by the American Arbitration Association shall be conclusive evidence that the first two

THIS IS NOT A COPY

professionals had sufficient time to appoint a third professional but failed to do so. All professionals appointed shall be impartial and shall swear to decide the matter to the best of their professional abilities and in a fair and reasonable manner. If one professional is agreed upon, his decision shall be final and conclusive on all parties, and if both professionals in a two person board agree, or if two of the three professionals in a three person board agree, their decision shall be final and conclusive on the parties. The expenses of implementing such procedure, except attorneys' fees, shall be shared equally by the parties; however, the parties shall each pay their own attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Declaration on the day and year first above written.

WITNESSES:

Robert S. Goff
Sam E. Goff

MSP INVESTMENT CO., a Colorado General Partnership

By: *M. S. Palkowitch*
Marcus S. Palkowitch,
Partner

WITNESSES:

Bryan Johnson
Kathleen Marie Weismeyer

SUNMARK COMMUNITIES CORP., a Florida corporation

By: *Jay Krinsky*, President
Attest: *[Signature]*
Assistant Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS.

Before me THOMAS E. CONE, JR., a Notary Public in and for the said County and State, personally appeared Marcus S. Palkowitch, who acknowledged before me that he is a partner of MSP Investment Co., a Colorado general partnership, and that he executed the foregoing document as a Partner of said Partnership as the free and voluntary act and deed of such Partnership and for the uses and purposes set forth therein.

Witness my hand and official seal this 31st day of January, 1986.



Thomas E. Cone, Jr.
Notary Public
Address: 202 Madison St.
Tampa FL 33602

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 25 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS.

Before me Kathleen Marie Weismeyer, a Notary Public in and for said County and State, personally appeared Jay Krinsky and

~~THIS IS NOT A
CERTIFIED COPY~~

Shirley E. Kinsman, who acknowledged before me that they are the President and Assistant Secretary, respectively, of Sunmark Communities Corp., a Florida corporation, and that they executed the foregoing in their capacity as such and as the free and voluntary act and deed of such Corporation for the uses and purposes set forth therein.

Witness my hand and official seal this 31st day of January, 1986.

(SEAL)

Kathleen Marie Wiermeyer
Notary Public
Address: 110 S. Manhattan
Tampa, FL 33609

My Commission expires:
Notary Public, State of Florida
My Commission Expires Nov. 9, 1989
Recorded This Day with - CANCELLATION FEE

D/SM7A
FF1 (L)

MP

THIS IS NOT A

PARCEL 4 OVERALL

185.73 ACRES

[PARCEL 4 EAST OF THE NORTH/SOUTH ROAD (95.55 ACRES)]

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674, thence along said North right-of-way line, S.89°17'02"W., 37.03 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line the following two (2) courses: 1) S.89°17'02"W., 72.50 feet; 2) N.87°53'21"W., 2437.96 feet to a point of curvature; thence Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 218.00 feet to a point of curvature; thence Northwesterly, 376.61 feet along the arc of a curve to the left having a radius of 1050.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 374.59 feet) to a point of reverse curvature; thence Northwesterly, 363.22 feet along the arc of a curve to the right having a radius of 750.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 359.69 feet) to a point of reverse curvature; thence Northwesterly, 438.71 feet along the arc of a curve to the left having a radius of 850.00 feet and central angle of 29°34'20" (chord bearing N.05°28'39"W., 433.86 feet) to a point of reverse curvature; thence Northeasterly, 51.17 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 83°45'56" (chord bearing N.21°37'09"E., 46.73 feet) to a point of tangency; thence N.63°30'07"E., 233.25 feet to a point of curvature; thence Northeasterly, 1273.27 feet along the arc of a curve to the right having a radius 1566.00 feet and a central angle of 46°35'08" (chord bearing N.86°47'41"E., 1238.49 feet) to a point of tangency; thence S.69°54'45"E., 655.98 feet to a point of curvature; thence 375.91 feet along the arc of a curve to the left having a radius of 1034.00 feet and a central angle of 20°49'48" (chord bearing S.80°19'39"E., 373.85 feet) to a point of tangency; thence N.89°15'27"E., 216.71 feet to a point on the centerline of CYPRESS CREEK; thence along said proposed centerline S.00°14'36"W., 1435.70 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

[PARCEL 4 WEST OF NORTH/SOUTH ROAD (90.18 ACRES)]

DESCRIPTION: A parcel of land lying in Section 11, and in Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S.89°17'02"W., 109.53 feet; 2) N.87°53'21"W., 2619.96 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 812.48 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75, said point also being on a curve; thence along said limited access right-of-way line, the following five (5) courses: 1) Northwesterly, 1081.94 feet along the arc of a curve to the right having a radius of 1179.24 feet and a central angle of 52°34'05" (chord bearing N.50°59'22"W., 1044.39 feet) to a point of compound curvature; 2) Northwesterly, 971.77 feet along the arc of a curve to the right having a radius of 1815.86 feet and a central angle of 30°39'44" (chord bearing N.09°22'27"W., 960.21 feet) to a point of reverse curvature; 3) Northerly, 1002.22 feet along the arc of a curve to the left having a radius of 7861.95 feet and a central angle of 07°18'14" (chord bearing N.02°18'18"E., 1001.54 feet) to a point of tangency; 4) N.01°22'40"W., 221.17 feet; 5) N.00°13'55"W., 779.18 feet; thence N.89°46'05"E.,

THIS IS NOT A

435.07 feet to a point on a curve; thence Southeasterly, 2088.30 feet along the arc of a curve to the left having a radius of 1895.00 feet and a central angle of $63^{\circ}08'25''$ (chord bearing $S.24^{\circ}30'47''E.$, 1984.23 feet); thence $S.52^{\circ}26'12''E.$, 172.95 feet to a point on a curve; thence Southeasterly, 842.28 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of $65^{\circ}23'31''$ (chord bearing $S.23^{\circ}23'14''E.$, 797.31 feet) to a point of reverse curvature; thence Southeasterly, 417.47 feet along the arc of a curve to the left having a radius of 862.00 feet and a central angle of $27^{\circ}44'54''$ (chord bearing $S.04^{\circ}33'56''E.$, 413.40 feet) to a point of reverse curvature; thence Southeasterly, 336.44 feet along the arc of a curve to the right having a radius of 938.00 feet and a central angle of $20^{\circ}33'02''$ (chord bearing $S.08^{\circ}09'52''E.$, 334.64 feet) to a point of tangency; thence $S.02^{\circ}06'39''W.$, 218.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $S.47^{\circ}06'39''W.$, 49.50 feet) to the POINT OF BEGINNING.

Containing 185.73 acres, more or less.

BV/bv
D203:DOM.PAR4
BV/pjm

7/8/85

Rev. JANUARY 28, 1986

Feb 3 6 24 PM '86

020776

MP

THIS IS NOT A
CERTIFIED COPY

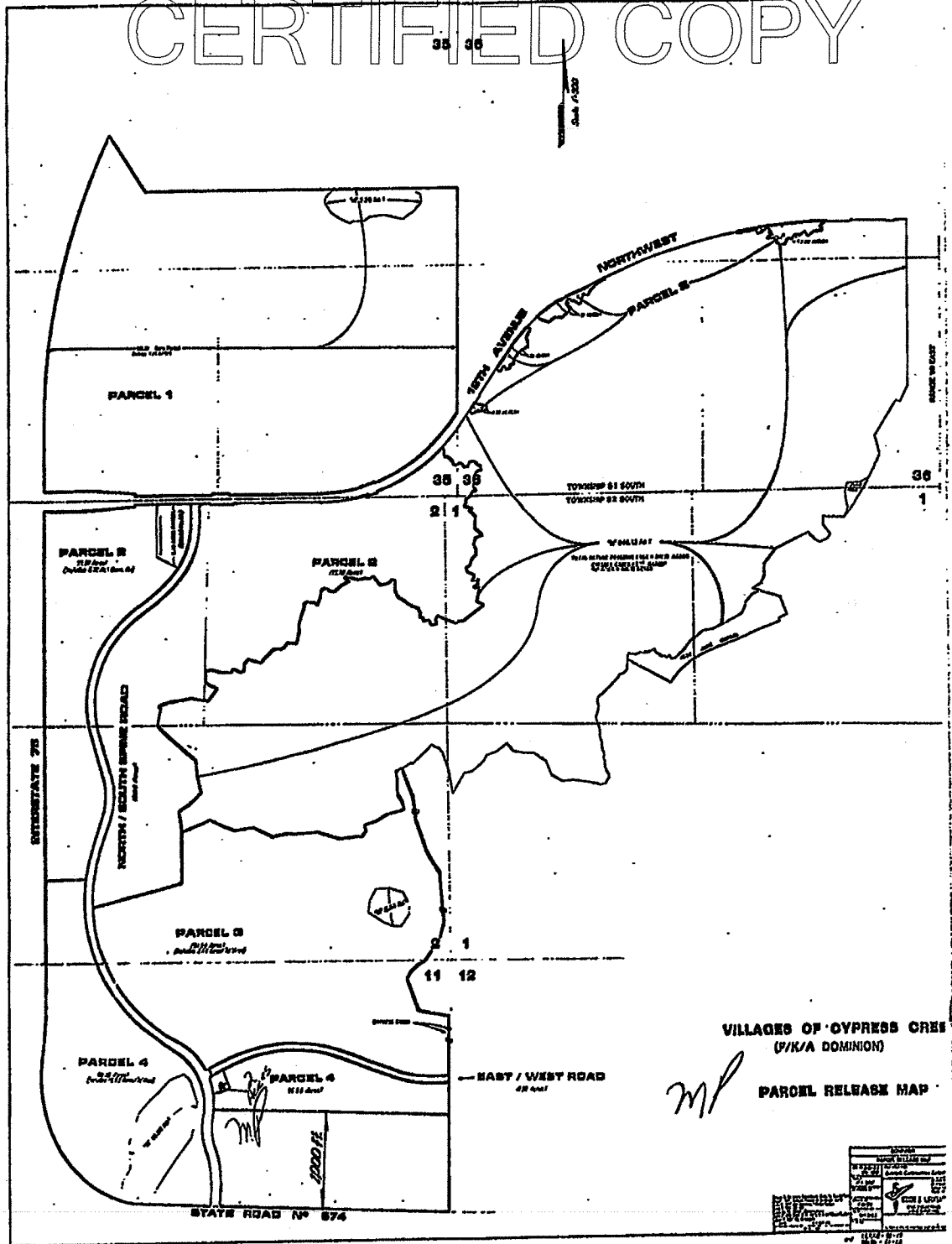


Exhibit "B"

688
THIS IS NOT A
CERTIFIED COPY

Prepared by & return to:
MSP Companies
811 Cypress Village Boulevard
Ruskin, Florida 33573

O.R. BOOK 6145 PAGE 218
RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE VILLAGES AT CYPRESS CREEK

The undersigned, being all the directors of The Villages at Cypress Creek Master Property Owners Association, Inc., a Florida non-profit corporation (the "Association") hereby give notice of record of this Second Amendment (the "Second Amendment") to the Declaration of Covenants, Conditions and Restrictions for The Villages at Cypress Creek (the "Declaration") and state as follows:

WHEREAS, the Declaration was recorded on April 3, 1987 in Official Records Book 5084, beginning at page 005, of the public records of Hillsborough County, Florida; and

WHEREAS, the First Amendment to the Declaration and Notice thereof was recorded on August 9, 1989 in Official Records Book 5757, beginning on page 1945, of the public records of Hillsborough County, Florida; and

WHEREAS, this Second Amendment was duly adopted with the written consent of the Delegates entitled to exercise sixty-six and two-thirds percent (66-2/3%) of each class of the voting power of the Association at a duly called Association meeting, all in accordance with the provisions of the Association; and

WHEREAS, the entire Board of Directors hereby certify each and every provision of this Second Amendment as being true and correct under penalties of perjury.

NOW, THEREFORE, the undersigned, being all of the Directors of the Association, hereby certify the Second Amendment, which are amendments to the Declaration, to be as follows:

A. The following definitions are added to Section 1:

(gg) "Model Home" shall mean a structure built or to be built by a Builder for the primary purpose of promoting the sale of residences by such Builder.

(hh) "Model Home Advertising Fixtures" shall mean advertising or directional signage and other materials visible from a public street within the Property (including such materials as are affixed or to be affixed on a Lot upon which a Model Home is or is intended to be constructed) for the purpose of promoting one or more Model Homes.

(ii) "Developable Land" shall be the total acreage included in each Privately Owned Site excluding any wetlands as defined by the Environmental Protection Commission, Department of Environmental Regulation, Army Corp of Engineers or other governmental or quasi-governmental agency.

B. The third (3rd) sentence of Section 9(a) is deleted and replaced with the following sentence: "Privately Owned Sites to which title is held by a developer, other than the Declarant, whether improved or unimproved, and provided that no portion of such site has been used or occupied, shall be assessed, for assessment purposes, at a rate of one hundred percent (100%) of the Assessment Factor applicable to such Privately Owned Site."

530 DEC -4 PM 4:05

90255084

- C. Section 9(e) is supplemented to add: "If payment has not been received by the due date, then a late payment penalty fee of twenty dollars (\$20.00) per month per assessment factor will be charged until the payment has been received."
- D. Article 10 of the Declaration is hereby modified, supplemented and amended to include the following provisions and in the event of a conflict, the provisions contained below shall take priority. All other terms of Article 10 shall remain in full force and effect. These additions are as follows:

(e) An Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments of the Association coming due while he is the Owner. In a voluntary conveyance, the grantees shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantees may have to recover from the grantor the amounts paid by the grantees therefore.

(f) All Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessments and installments not paid on or before ten (10) days from the date when due, the Association shall have the right and power to levy late charges against the Unit Owner, in such amounts as determined by the Association from time to time. Notwithstanding the above, the Association may waive payment of interest, or late charges, or acceleration or any of these on determination by the Association that said waiver is in its best interest.

(g) The Association shall have a lien on each Privately Owned Site for any unpaid Assessments, with interest and costs thereon, until paid in full. The lien shall also secure any attorney fees and costs incurred as set forth below. Such liens shall be effective from and after the time of recording in the Public Records of Hillsborough County, Florida a claim of lien stating the description of the Privately Owned Site, the name of the record Owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by it shall have been fully paid. Such claims of lien shall also secure all Assessments which become due and owing during the time the lien is in effect. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien. The association may bring an action in its name to foreclose such lien in the manner a mortgage on real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the defendant shall pay the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association and incident to the collection of such Assessment or enforcement of such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post judgement and bankruptcy proceedings.

land greater than 10,000 square feet."

I. Section (b) of Exhibit "D" shall be deleted and replaced with the following: "All other uses, except Golf Course uses, including retail, office, business park, hotel/motel, and village commercial, shall be assessed at an equivalency of 1.0 Assessment Factors for each 10,000 square feet of developable land or 1.0 Assessment Factor for each 1,000 square feet of gross floor space, whichever is greater. Golf Course uses shall be assessed at one Assessment Factor for each 1000 Square Feet of gross floor space. The 1.0 Assessment Factor shall be proportionately increased in the same ratio as the percentage proportion to the amount of developable land greater than 10,000 square feet in each Privately Owned Site or for each 1,000 square feet of gross floor space, whichever is greater."

J. Section (c) of Exhibit "D" shall be deleted and replaced with the following: "Status of Improvements as "complete" shall be made as of the date of receipt of a Certificate of Occupancy or if no Certificate of Occupancy is obtained, as of the date of substantial completion of construction as determined by the Board of Directors. Assessments will be due as of the date that Improvements are deemed complete, at which time assessments shall be prorated for the remainder of the current calendar year and shall become immediately due and payable when billed by the Association."

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Villages at Cypress Creek shall take effect immediately upon the recordation of a copy of this Amendment among the Public Records of Hillsborough County, Florida.

Dated in Hillsborough County, Florida this 3rd day of December 1990.

WITNESSES:

As to Marcus Palkowitsh

[Signature]
Ronald Benning

[Signature]
MARCUS S. PALKOWITSH
Director

As to Diedre M. Koik

[Signature]
Ronald Benning

[Signature]
DIEDRE M. KOIK
Director

As to Michael Eckley

[Signature]
Ronald Benning

[Signature]
MICHAEL ECKLEY
Director

88-6145 PAGE 223
BOOK
THIS IS NOT A
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

CERTIFIED COPY
The foregoing instrument was acknowledged before me this
3rd day of December, 1990, by MARCUS S. PALKOWITSH,
DIEDRE M. KOIK, AND MICHAEL ECKLEY.

Teresa Rea Kuhl
Notary Public

My Commission Expires: 10/30/92
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCTOBER 30, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

CONSENT

MSP Investment Co., a Colorado General Partnership, hereby
consents to the Amendment of the Declaration of Covenants,
Conditions, and Restrictions for The Villages at Cypress
Creek, dated March 31, 1987 and recorded April 3, 1987 in
O.R. Book 5084 at Page 005 of the Public Records of
Hillsborough County, Florida.

Dated this 3rd day of December, 1990.

MSP INVESTMENT CO.

A Colorado General Partnership

By: *M. S. Palkowitsh*
Marcus S. Palkowitsh
as General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this
3rd day of December, 1990, by MARCUS S. PALKOWITSH, as
General Partner on behalf of MSP Investment Co., a Colorado
General Partnership.

Teresa Rea Kuhl
Notary Public

My Commission Expires: 10/30/92
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCTOBER 30, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

RECORD VERIFIED
Richard Oh
 Clerk of Circuit Court
 Hillsborough County, Fla.
 By: Ramon Duran, D.C.

Prepared By: Diedre M. Koik
 MSP Companies
 4830 W. Kennedy Blvd.
 Suite 449
 Tampa, FL 33609
 (813) 874-0777

29
BT

DESIGNATION OF DELEGATE DISTRICTS #1 - #9 WITHIN
 THE VILLAGES AT CYPRESS CREEK

THIS DESIGNATION is made as of this 15TH day of DECEMBER, 1989, by MSP INVESTMENT CO., a Colorado general partnership (hereinafter called MSP).

RECITALS:

WHEREAS, on or about the 31st day of March, 1987, MSP caused to be recorded in the public records of Hillsborough County, Florida, a Declaration of Covenants, Conditions, and Restrictions for The Villages at Cypress Creek (O.R. Book 5084, Page 005); and

WHEREAS, said Declaration established representative voting rights for the owners of property within The Villages at Cypress Creek, through the use of Delegate Districts; and

WHEREAS, on or about June 8, 1989 MSP caused to be recorded in the public records of Hillsborough County, Florida a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Villages at Cypress Creek (O.R. Book 5730, Page 1630); and

WHEREAS, said Declaration authorizes MSP (so long as Class B Voting Rights exist) to designate or redesignate Delegate District boundaries within The Villages at Cypress Creek; and

WHEREAS, MSP on the date of this instrument, is the owner of substantial portions of the land located within The Villages at Cypress Creek per said Declaration and Amendment; and

WHEREAS, Class B Voting Rights continue to exist in favor of MSP under said Declaration and Amendment; and

WHEREAS, MSP desires to establish Delegate District boundaries in accordance with the terms, provisions and conditions of said Declaration and Amendment; and

NOW, THEREFORE, MSP does hereby establish Delegate Districts within The Villages at Cypress Creek in accordance with the Declaration referred to above, as follows:

1. Delegate District No. 1 shall be designated to consist of the lands described in Exhibit "A".
2. Delegate District No. 2 shall be designated to consist of the lands described in Exhibit "B".
3. Delegate District No. 3 shall be designated to consist of the lands described in Exhibit "C".
4. Delegate District No. 4 shall be designated to consist of the lands described in Exhibit "D".
5. Delegate District No. 5 shall be designated to consist of the lands described in Exhibit "E".
6. Delegate District No. 6 shall be designated to consist of the lands described in Exhibit "F".

1990 MAR 22 PM 4:11

90061853

Brain Cone
202 Madison St
Tampa, FL 33602

7. Delegate District No. 7 shall be designated to consist of the lands described in Exhibit "G".
8. Delegate District No. 8 shall be designated to consist of the lands described in Exhibit "H".
9. Delegate District No. 9 shall be designated to consist of the lands described in Exhibit "I".
10. Pursuant to the terms, conditions and provisions of the Declaration of Covenants, Conditions, and Restrictions for The Villages at Cypress Creek, more particularly described above, MSP reserves its right to modify or redesignate Delegate District boundaries in the future.

IN WITNESS WHEREOF, the undersigned has hereunto set is hand this 15TH day of DECEMBER, 1989.

MSP INVESTMENT CO.
a Colorado general partnership

By: Marcus S. Palkowitsh
Marcus S. Palkowitsh
General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledge before me this 15 day of December, 1989 by MARCUS S. PALKOWITSH, general partner on behalf of MSP Investment Co., a Colorado general partnership.

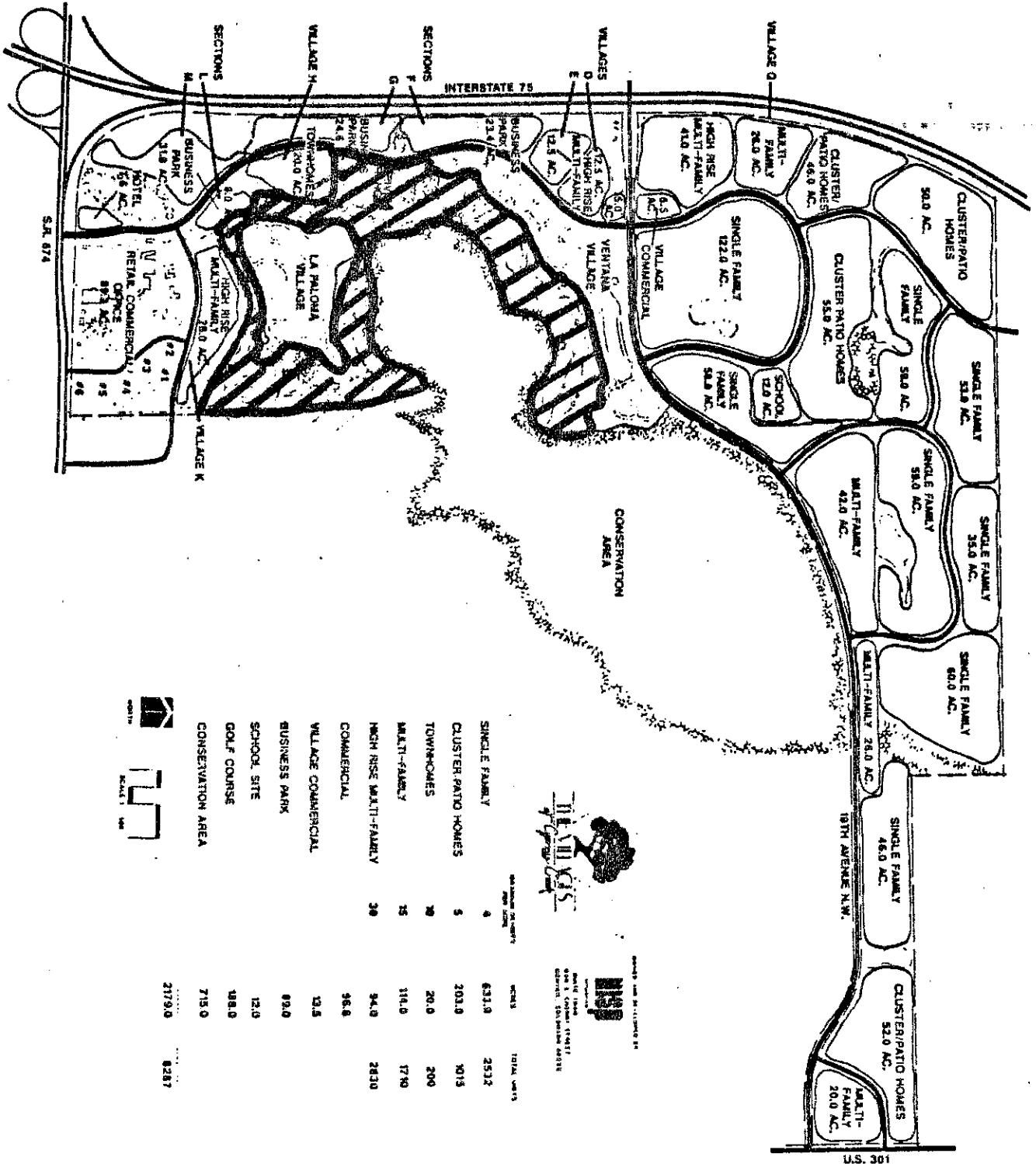
Edm. Bentschner
Notary Public

(S E A L)



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRE MAY 12, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE



SAID PARCEL A ALSO KNOWN AND DESCRIBED AS:

GOLF COURSE

PARCEL A

DESCRIPTION: A parcel of land lying in Sections 1, 2 and 11, all being in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of CYPRESS CREEK VILLAGE "A" as recorded in Plat Book 63 Page 8 of the Public Records of Hillsborough County, Florida for a POINT OF BEGINNING; thence along the Southerly boundary of said CYPRESS CREEK VILLAGE "A" the following ten (10) courses: 1) N.74°27'00" E., 259.30 feet; 2) N.06°30'19" W., 568.37 feet; 3) N.83°29'41" E., 292.80 feet; 4) N.45°00'00" E., 191.86 feet; 5) N.32°00'00" E., 719.92 feet; 6) N.77°00'00" E., 379.58 feet; 7) N.65°30'00" E., 261.42 feet; 8) N.34°17'52" E., 201.04 feet; 9) N.03°05'42" E., 226.46 feet; 10) N.58°00'00" E., 100.21 feet to the Southeast corner of said CYPRESS CREEK VILLAGE "A"; thence the following thirty-five (35) courses: 1) N.58°00'00" E., 455.00 feet; 2) N.79°07'47" E., 58.65 feet; 3) N.89°44'04" E., 162.94 feet; 4) N.87°32'52" E., 113.08 feet; 5) N.84°18'09" E., 135.13 feet; 6) N.81°03'26" E., 135.13 feet; 7) N.77°48'43" E., 135.13 feet; 8) N.74°33'59" E., 140.85 feet; 9) S.75°04'40" E., 347.09 feet; 10) S.76°53'54" E., 491.58 feet; 11) EAST, 297.12 feet; 12) S.03°33'09" E., 614.42 feet; 13) S.49°45'48" W., 216.75 feet; 14) S.77°36'15" W., 346.52 feet; 15) N.75°49'36" W., 230.09 feet; 16) N.47°21'01" W., 708.63 feet; 17) S.67°36'48" W., 537.91 feet; 18) S.60°31'40" W., 250.20 feet; 19) S.17°47'20" W., 470.56 feet; 20) S.65°43'17" W., 629.33 feet; 21) N.83°57'58" W., 364.65 feet; 22) S.08°28'57" W., 81.08 feet; 23) S.76°30'41" E., 199.98 feet; 24) S.42°54'15" W., 282.81 feet; 25) S.86°18'53" W., 445.04 feet; 26) S.24°48'03" W., 143.02 feet; 27) S.88°52'49" E., 367.46 feet; 28) S.05°18'54" E., 845.90 feet; 29) S.48°36'57" W., 307.67 feet; 30) S.01°09'42" W., 153.02 feet; 31) N.70°31'19" E., 349.66 feet; 32) S.78°20'15" E., 399.88 feet; 33) S.83°37'53" E., 821.00 feet; 34) N.72°54'10" E., 856.39 feet; 35) N.01°54'03" E., 269.84 feet to a point on the environmental line as surveyed; thence along said surveyed environmental line the following three (3) courses: 1) N.03°47'49" W., 133.14 feet; 2) N.59°25'37" E., 49.40 feet; 3) N.60°13'05" E., 10.85 feet; thence S.21°03'06" E., 258.03 feet to a point on the centerline of CYPRESS CREEK; thence along said centerline the following four (4) courses: 1) S.07°33'32" E., 362.22 feet; 2) S.20°12'20" E., 371.36 feet to a point on a non-tangent curve; 3) Southeasterly, 1134.28 feet along the arc of a curve to the right having a radius of 3200.00 feet and central angle of 20°18'33" (chord bearing and distance S.10°53'50" E., 1128.35 feet) to a point of tangency; 4) S.00°44'33" E., 1385.15 feet to a point on the Northerly right of way line of UPPER CREEK DRIVE as recorded in O.R. 5361, Page 240 of the Public Records of Hillsborough County, Florida; thence continue along said Northerly right of way line the following two (2) courses: 1) N.89°15'27" W., 200.02 feet to a point of curvature; 2) Northwesterly, 95.04 feet along the arc of a curve to the right

having a radius of 955.00 feet and central angle of $05^{\circ}38'13''$ (chord bearing and distance $N.87^{\circ}55'12'' W.$, 95.00 feet); thence departing said right of way line run thence the following seven (7) courses: 1) $N.01^{\circ}39'28'' W.$, 185.89 feet; 2) $N.24^{\circ}32'13'' W.$, 330.81 feet; 3) $N.54^{\circ}50'28'' W.$, 769.89 feet; 4) $N.62^{\circ}44'24'' W.$, 322.24 feet; 5) $S.66^{\circ}19'47'' W.$, 357.06 feet; 6) $S.64^{\circ}51'36'' W.$, 727.22 feet; 7) $N.70^{\circ}17'22'' W.$, 80.63 feet to a point on the easterly right of way line of La Paloma Drive in La Paloma Village, Unit 1 as recorded in Plat Book 65 Page 24 of the Public Records of Hillsborough County, Florida; said point also being on the arc of a curve; thence along said Easterly right of way line the following seven (7) courses: 1) Northeasterly, 48.07 feet along the arc of said curve to the left having a radius of 360.00 feet and central angle of $07^{\circ}39'04''$ (chord bearing and distance $N.03^{\circ}49'34'' E.$, 48.04 feet) to a point of tangency; 2) NORTH, 102.74 feet to a point of curvature; 3) Northeasterly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of $12^{\circ}50'19''$ (chord bearing and distance $N.06^{\circ}25'09'' E.$, 22.36 feet) to a point of reverse curvature; 4) Northeasterly 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $12^{\circ}50'19''$ (chord bearing and distance $N.06^{\circ}25'09'' E.$, 22.36 feet) to a point of tangency; 5) NORTH, 55.00 feet to a point of curvature; 6) Northwesterly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of $18^{\circ}11'42''$ (chord bearing and distance $N.09^{\circ}05'51'' W.$, 31.62 feet) to a point of reverse curvature; 7) Northwesterly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of $18^{\circ}11'42''$ (chord bearing and distance $N.09^{\circ}05'51'' W.$, 31.62 feet) to a point of tangency, said point also being on the Southerly boundary of said La Paloma Village, Unit 1; departing said La Paloma Drive run thence along said Southerly boundary of La Paloma Village, Unit 1 the following two (2) courses: 1) EAST 123.48 feet; 2) $N.58^{\circ}18'53'' E.$, 109.19 feet to the Southeast corner of said La Paloma Village, Unit 1; thence the following thirty (30) courses: 1) $N.58^{\circ}18'53'' E.$, 400.00 feet; 2) $N.67^{\circ}51'05'' E.$, 69.84 feet; 3) $N.88^{\circ}54'34'' E.$, 75.70 feet; 4) EAST, 559.38 feet; 5) $S.40^{\circ}53'56'' E.$, 174.78 feet; 6) $S.85^{\circ}53'56'' E.$, 113.14 feet; 7) $N.49^{\circ}06'04'' E.$, 143.52 feet to a point on a curve; 8) Northeasterly, 117.32 feet along the arc of said curve to the left having a radius of 50.00 feet and central angle of $134^{\circ}26'26''$ (chord bearing and distance $N.50^{\circ}15'51'' E.$, 92.20 feet); 9) $N.61^{\circ}18'35'' E.$, 123.55 feet; 10) $N.40^{\circ}53'56'' W.$, 355.00 feet; 11) $N.21^{\circ}32'07'' W.$, 71.77 feet; 12) NORTH, 170.00 feet; 13) EAST, 200.00 feet; 14) NORTH, 160.43 feet; 15) EAST, 248.87 feet; 16) $N.31^{\circ}53'48'' W.$, 70.00 feet; 17) $N.33^{\circ}46'14'' W.$, 85.76 feet; 18) $N.12^{\circ}24'49'' W.$, 99.08 feet; 19) $N.18^{\circ}03'30'' E.$, 55.24 feet; 20) $N.07^{\circ}04'02'' W.$, 178.27 feet; 21) $N.85^{\circ}45'38'' W.$, 194.66 feet; 22) $S.80^{\circ}09'32'' W.$, 549.03 feet; 23) WEST, 831.97 feet; 24) $N.36^{\circ}30'43'' W.$, 316.89 feet; 25) $N.66^{\circ}06'48'' W.$, 95.00 feet; 26) $S.84^{\circ}03'10'' W.$, 270.00 feet; 27) $S.42^{\circ}39'09'' W.$, 367.00 feet; 28) $S.33^{\circ}06'11'' E.$, 350.00 feet; 29) $S.28^{\circ}01'02'' W.$, 253.93 feet; 30) $S.00^{\circ}31'00'' E.$, 383.54 feet to the Northwest corner of said La Paloma Village, Unit 1; thence

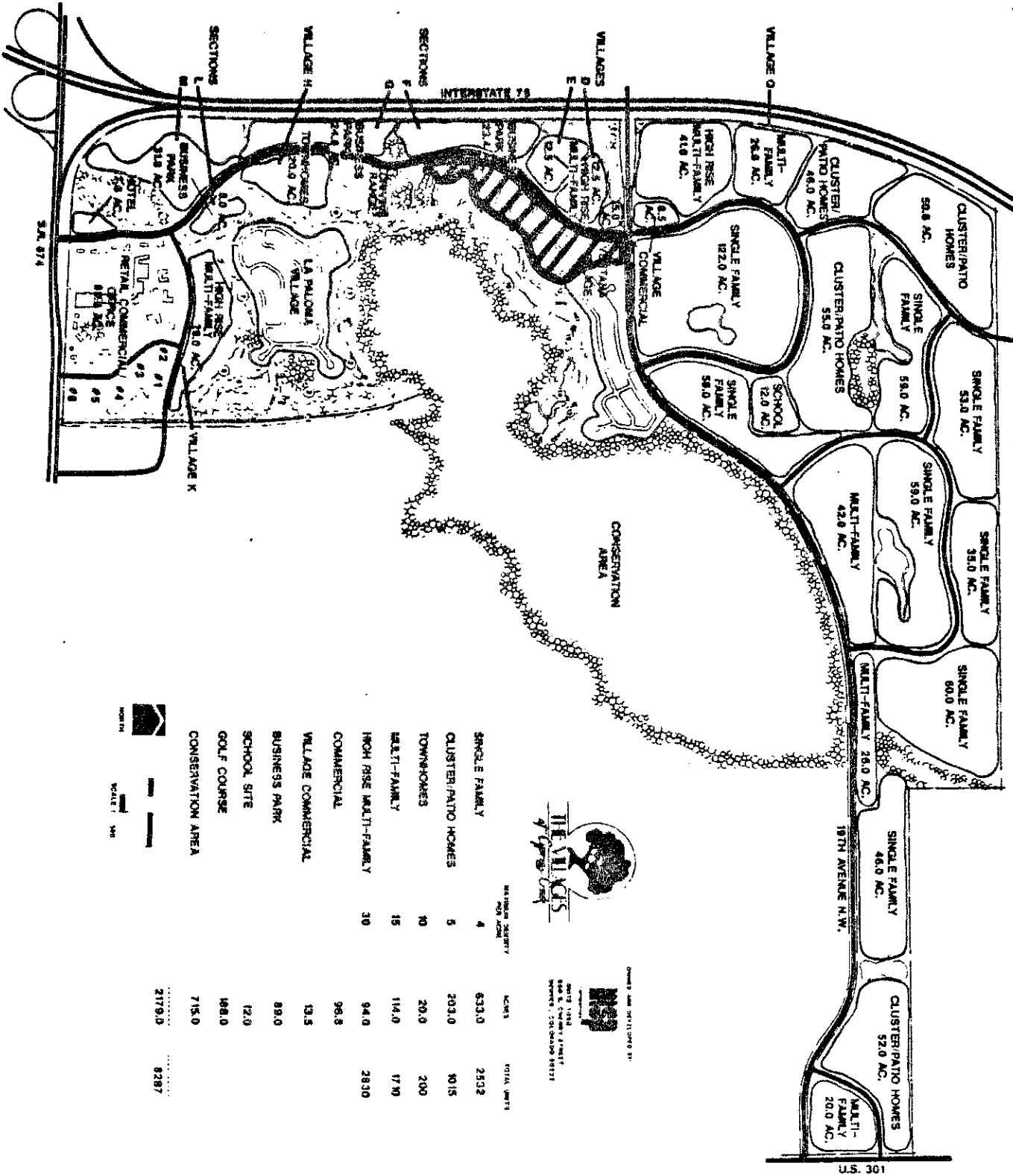
along the Westerly boundary of said La Paloma Village, Unit 1 the following four (4) courses: 1) S.00°31'00" E., 213.95 feet; 2) S.18°29'08" E., 98.09 feet; 3) S.40°52'28" E., 162.42 feet; 4) S.47°13'50" E., 74.11 feet to a point on the Southerly boundary of said La Paloma Village, Unit 1; thence along said southerly boundary the following two (2) courses: 1) S.77°05'40" E., 109.74 feet; 2) EAST, 72.76 feet to a point on the arc of a curve, said point also being on the westerly boundary of said La Paloma Drive; thence along said Westerly boundary the following eight (8) courses: 1) Southwesterly, 31.76 feet along the arc of said curve to the right having a radius of 100.00 feet and central angle of 18°11'42" (chord bearing and distance S.09°05'51" W., 31.62 feet) to a point of reverse curvature; 2) Southwesterly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of 18°11'42" (chord bearing and distance S.09°05'51" W., 31.62 feet) to a point of tangency; 3) SOUTH, 55.00 feet to a point of curvature; 4) Southeasterly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of 12°50'19" (chord bearing and distance S.06°25'09" E., 22.36 feet) to a point of reverse curvature; 5) Southeasterly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of 12°50'19" (chord bearing and distance S.06°25'09" E., 22.36 feet) to a point of tangency; 6) SOUTH, 102.74 feet to a point of curvature; 7) Southwesterly, 101.41 feet along the arc of a curve to the right having a radius of 290.00 feet and central angle of 20°02'12" (chord bearing and distance S.10°01'06" W., 100.90 feet) to a point of reverse curvature; 8) Southeasterly, 95.85 feet along the arc of a curve to the left having a radius of 260.00 feet and central angle of 21°07'22" (chord bearing and distance S.09°28'31" E., 95.31 feet); departing said Westerly boundary run thence the following six (6) courses: 1) N.03°19'41" W., 107.19 feet; 2) N.48°36'57" W., 537.35 feet; 3) N.65°28'01" W., 242.90 feet; 4) N.09°02'38" E., 307.21 feet; 5) N.03°57'49" W., 907.37 feet; 6) S.84°21'33" W., 747.10 feet to a point on the Easterly right of way line of Cypress Village Boulevard, as recorded in O.R. Book 5361, Page 243, said point also being on the arc of a curve; thence along said Easterly boundary the following three (3) courses: 1) Northeasterly, 294.25 feet along the arc of said curve to the right having a radius of 1805.00 feet and central angle of 09°20'26" (chord bearing and distance N.11°12'17" E., 293.93 feet) to a point of tangency; 2) N.15°52'30" E., 455.03 feet to a point of curvature; 3) Northeasterly, 443.29 feet along the arc of a curve to the left having a radius of 895.00 feet and central angle of 28°22'42" (chord bearing and distance N.01°41'09" E., 438.77 feet) to the Southwest corner of Pump Station No. 2 as recorded in Official Record Book 5361, Page 246 of the Public Records of Hillsborough County, Florida; departing said easterly boundary of Cypress Village Boulevard run thence along the boundary of Pump Station No. 2 the following three (3) courses: 1) N.76°28'20" E., 41.00 feet; 2) N.13°31'40" W., 32.00 feet; 3) S.76°28'20" W., 41.00 feet to a point on the aforementioned easterly boundary of Cypress Village Boulevard said point also being on the arc of a curve; thence along said easterly boundary

the following two (2) courses: 1) Northwesterly, 15.59 feet along the arc of curve to the left having a radius of 895.00 feet and central angle of $00^{\circ}59'54''$ (chord bearing and distance N. $15^{\circ}03'03''$ W., 15.59 feet) to a point of tangency; 2) N. $15^{\circ}33'00''$ W., 197.70 feet to the POINT OF BEGINNING.

The above described parcel contains 182.12 acres more or less.

Cypress Creek Village "A" as recorded in O.R. Book 63 Page 8-1 of the Public Records at Hillsborough County. (As known as VENTANA VILLAGE "A")

DELEGATE DISTRICT # 2



VILLAGES AT CYPRESS CREEK
VENTANA VILLAGE "A"

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

OFF REC 5933 PAGE 885

From the Northeast corner of said Section 2, run thence S.89°42'57"W., 2703.02 feet along the North boundary of said Section 2, thence S.00°17'03"E., 50.00 feet to a point on the Southerly right-of-way line of 19th Avenue Northwest Extension, said point also being the POINT OF BEGINNING; thence S.00°15'56"E., 269.94 feet to a point of curvature; thence Southeasterly, 55.39 feet along the arc of a curve to the left, having a radius of 100.00 feet and a central angle of 31°44'04" (chord bearing S.16°07'54"E., 64.68 feet) to a point of tangency; thence S.32°00'00"E., 110.04 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°00'00"E., 95.36 feet) thence S.32°00'00"E., 50.00 feet to a point on a curve; thence Southeasterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.13°00'00"W., 35.36 feet) to a point of tangency; thence S.32°00'00"E., 150.00 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°00'00"E., 35.36 feet); thence S.32°00'00"E., 150.00 feet; thence S.58°00'00"W., 100.21 feet; thence S.03°08'45"W., 226.48 feet; thence S.34°17'52"W., 201.04 feet; thence S.65°30'00"W., 251.42 feet; thence S.77°00'00"W., 379.58 feet; thence S.32°00'00"W., 219.92 feet; thence S.45°00'00"W., 191.85 feet; thence S.83°29'41"W., 292.60 feet; thence S.06°30'19"E., 568.37 feet; thence S.74°27'00"W., 259.30 feet; thence N.15°33'00"W., 277.10 feet to a point of curvature; thence Northeasterly, 612.55 feet along the arc of a curve to the right, having a radius of 1205.00 feet and a central angle of 29°07'33" (chord bearing N.00°59'14"W., 605.98 feet) to a point on the Southerly boundary of Cypress Village Boulevard as recorded in Official Record Book 5088, Page 1253, of the Public Records of Hillsborough County, Florida, said point also being a point on the Southerly boundary of Ventana Drive as recorded in Official Record Book 5088, Page 1253, of the Public Records of Hillsborough County, Florida; thence along said boundary of Ventana Drive and the boundary of La Paloma Place as recorded in Official Record Book 5088, Page 1253, of the Public Records of Hillsborough County, Florida, the following thirteen (13) courses: 1) Northeasterly, 40.33 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°25'43" (chord bearing N.59°47'24"E., 36.10 feet) to a point of tangency; 2) S.73°59'45"E., 85.00 feet to a point of curvature; 3) Southeasterly, 38.13 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 87°22'58" (chord bearing S.30°11'16"E., 34.54 feet) to a point of reverse curvature; 4) Southerly, 416.24 feet along the arc of a curve to the left having a radius of 1070.00 feet and a central angle of 22°17'19" (chord bearing S.02°14'34"W., 413.62 feet) to a point of reverse curvature; 5)

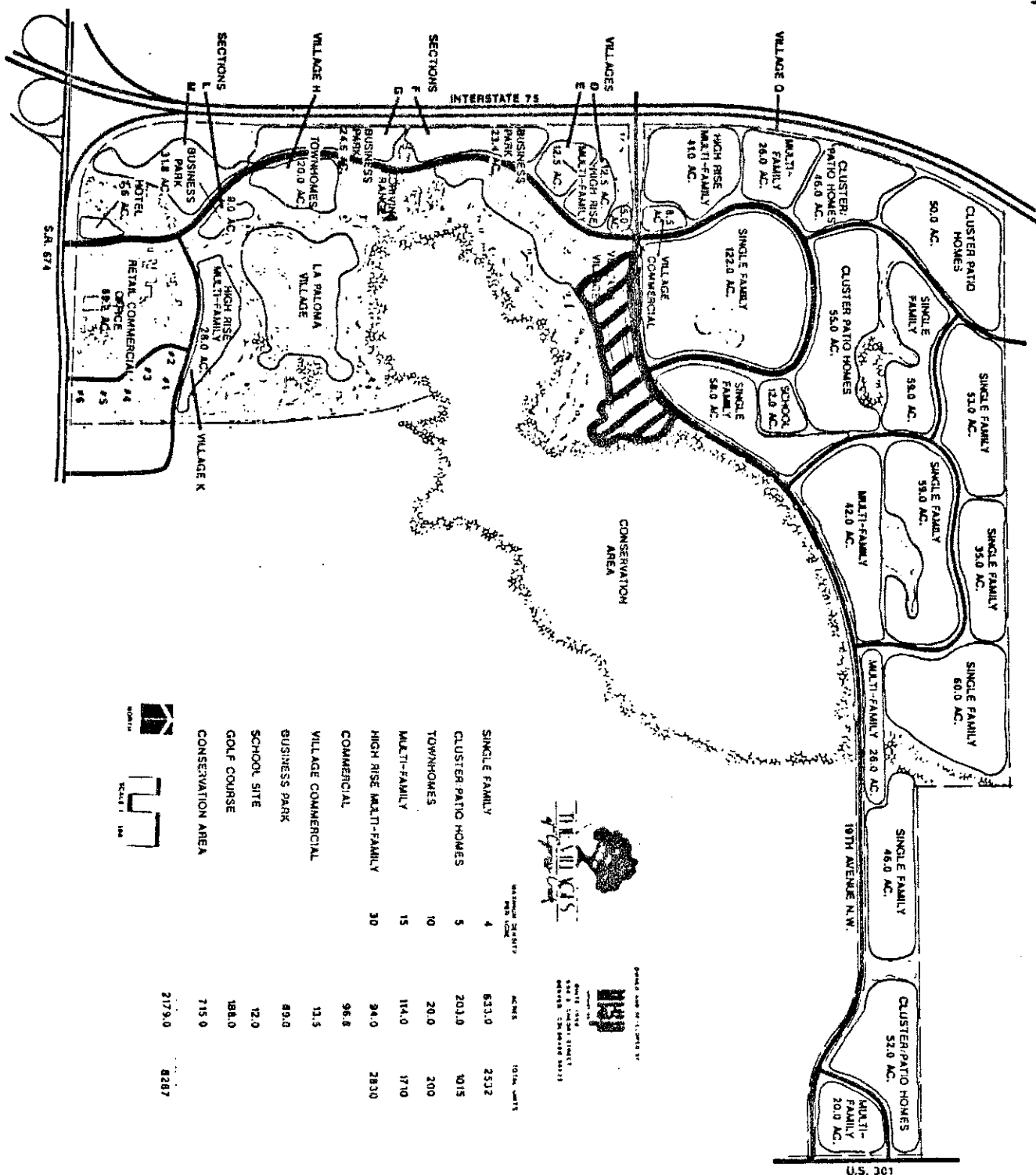
Southeasterly, 20.38 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 46°42'36" (chord bearing S.14°27'12"W., 19.82 feet) to a point of reverse curvature; 6) Northeasterly, 241.15 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 276°20'34" (chord bearing N.79°33'13"E., 66.69 feet) to a point of reverse curvature; 7) Northwesterly, 21.72 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 49°46'47" (chord bearing N.33°38'40"W., 21.04 feet) to a point of compound curvature; 8) Northerly, 389.49 feet along the arc of a curve to the right having a radius of 1020.00 feet and a central angle 21°52'43" (chord bearing N.02°11'05"E., 387.13 feet) to a point of compound curvature; 9) Northeasterly, 40.53 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°52'49" (chord bearing N.59°33'51"E., 36.23 feet) to a point of tangency; 10) S.73°59'45"E., 13.33 feet; 11) N.16°00'15"E., 50.00 feet; 12) N.73°59'45"W., 198.52 feet to a point of curvature; 13) Northwesterly, 40.33 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°25'43" (chord bearing N.27°46'53"W., 36.10 feet) to a point on the Easterly boundary of the aforesaid Cypress Village Boulevard, said point also being a point on a curve; thence along said Easterly boundary the following five (5) courses: 1) Northeasterly, 656.89 feet along the arc of a curve to the right having a radius of 1205.00 feet and a central angle of 31°14'02" (chord bearing N.34°02'59"E., 648.78 feet) to a point of tangency; 2) N.49°39'36"E., 459.65 feet to a point of curvature; 3) Northeasterly, 910.82 feet along the arc of a curve to the left, having a radius of 1045.00 feet and a central angle of 49°56'20" (chord bearing N.24°42'14"E., 882.26 feet) to a point of tangency; 4) N.00°15'56"W., 179.34 feet to a point of curvature; 5) Northeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.44°44'04"E., 49.50 feet) to a point on the aforesaid Southerly right-of-way line of 19th Avenue Northwest Extension; thence along said Southerly right-of-way line the following five (5) courses: 1) N.89°44'04"E., 90.50 feet; 2) S.00°15'56"E., 10.00 feet; 3) N.89°44'04"E., 255.00 feet; 4) N.00°15'56"W., 10.00 feet; 5) N.89°44'04"E., 80.00 feet to the POINT OF BEGINNING.

Containing 42.21 acres, more or less.

D203.1; VOCCVA
RP
PJM

March 13, 1987
Rev. March 20, 1987

EXHIBIT B PAGE 2 OF 2



LAND USE DESIGNATION	NUMBER OF UNITS	SQ. FT.	TOTAL SQ. FT.
SINGLE FAMILY	4	833.0	2532
CLUSTER PATIO HOMES	5	201.0	1015
TOWNHOMES	10	20.0	200
MULTI-FAMILY	15	114.0	1710
HIGH RISE MULTI-FAMILY	30	94.0	2830
COMMERCIAL		96.8	
VILLAGE COMMERCIAL		13.5	
BUSINESS PARK		89.0	
SCHOOL SITE		12.0	
GOLF COURSE		188.0	
CONSERVATION AREA		715.0	
		2179.0	8287



DESIGNED AND DEVELOPED BY
THE VILLAGES
10000 N.W. 10TH AVENUE
DADE COUNTY, FLORIDA 33150
PHONE (305) 486-1000

VILLAGES AT CYPRESS CREEK
VENTANA VILLAGE "B"

OFF REC 5933 PAGE 887

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 35 and in the Southwest 1/4 of Section 36 in Township 31 South, Range 19 East and in the Northwest 1/4 of Section 1 and in the North 1/2 of Section 2 in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

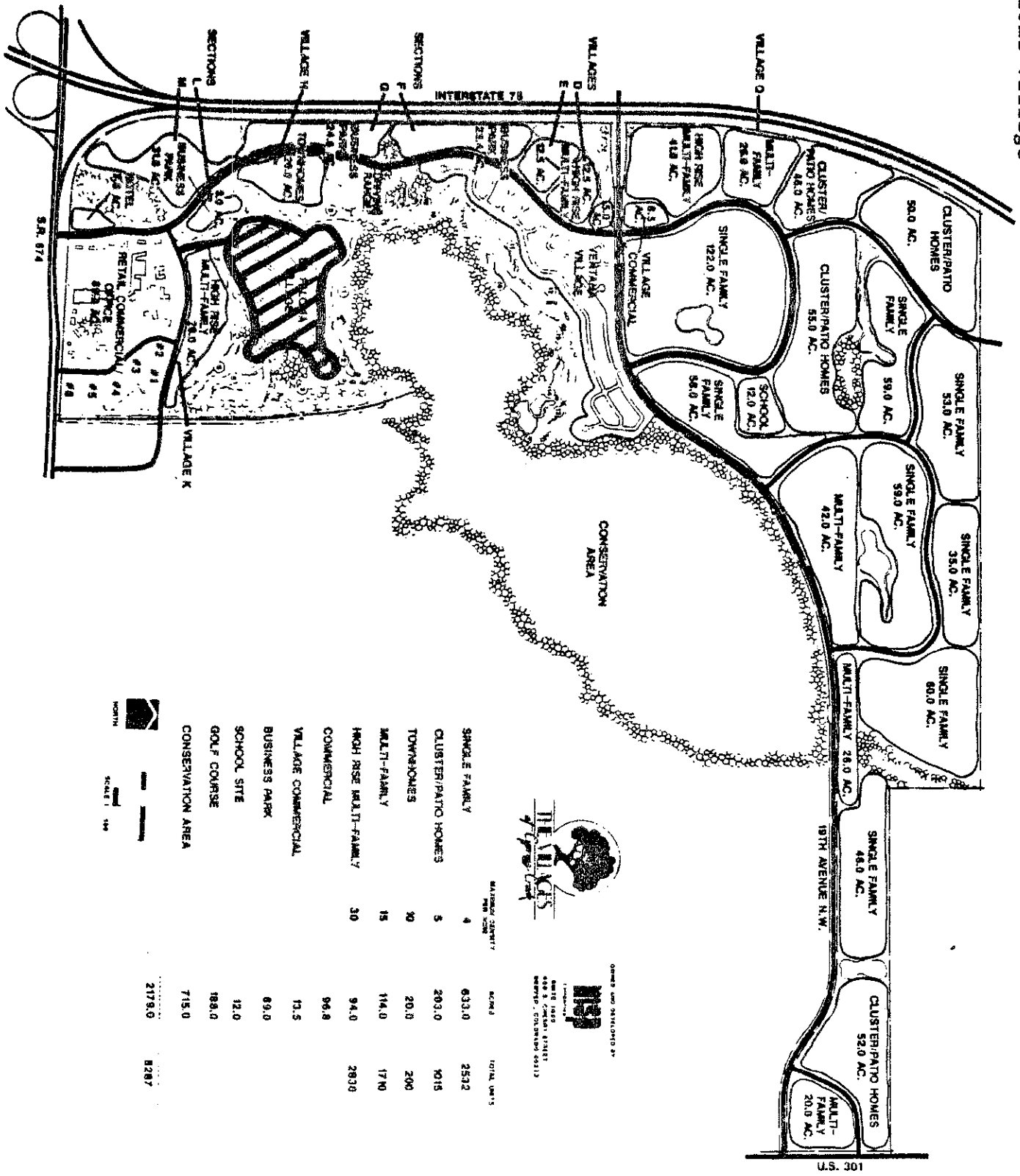
From the Southwest corner of said Southwest 1/4 of Section 36, run thence N.00°00'47"W., 552.77 feet along the West boundary of said Southwest 1/4 of Section 36 to the POINT OF BEGINNING; thence EAST, 278.44 feet; thence SOUTH, 1313.21 feet; thence WEST, 133.05 feet; thence N.80°52'48"W., 203.45 feet; thence N.52°42'05"W., 93.46 feet; thence N.30°43'16"W., 207.49 feet; thence S.59°16'44"W., 132.21 feet; thence S.82°46'45"W., 93.39 feet; thence N.82°04'00"W., 55.87 feet; thence N.66°54'46"W., 55.87 feet; thence N.51°45'32"W., 55.87 feet; thence N.36°36'17"W., 115.50 feet; thence S.69°08'56"W., 29.10 feet; thence S.71°02'47"W., 152.30 feet; thence S.74°33'59"W., 140.85 feet; thence S.77°48'43"W., 135.13 feet; thence S.81°03'26"W., 135.13 feet; thence S.84°18'09"W., 135.13 feet; thence S.87°32'52"W., 113.08 feet; thence S.89°44'04"W., 162.94 feet; thence S.79°07'47"W., 58.65 feet; thence S.58°00'00"W., 455.00 feet; thence N.32°00'00"W., 160.00 feet to a point on a curve; thence Northwesterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.77°00'00"W., 35.36 feet) to a point of tangency; thence N.32°00'00"W., 150.00 feet to a point of curvature; thence Northeasterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.13°00'00"E., 35.36 feet); thence N.32°00'00"W., 50.00 feet to a point on a curve; thence Northwesterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.77°00'00"W., 35.36 feet) to a point of tangency; thence N.32°00'00"W., 110.00 feet to a point of curvature; thence Northwesterly 55.39 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 31°44'04" (chord bearing N.16°07'58"W., 54.68 feet) to a point of tangency; thence N.00°15'56"W., 269.94 feet to a point on the Southerly right-of-way line of 19th Avenue Northwest Extension; thence along said Southerly right-of-way line, the following six(6) courses: 1) N.89°44'04"E., 884.92 feet to a point of curvature; 2) Northeasterly, 557.55 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 17°09'16" (chord bearing N.81°09'26"E., 555.47 feet; 3) S.17°25'12"E., 10.00 feet to a point on a curve; 4) Northeasterly, 92.98 feet along the arc of a curve to the left having a radius of 1872.21 feet and a central angle of 02°50'44" (chord bearing N.71°09'26"E., 92.97 feet; 5) N.20°15'56"W., 10.00 feet to a point on a curve; 6) Northeasterly, 894.29 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 27°30'55" (chord bearing N.55°58'36"E., 885.72 feet; thence EAST, 159.08 feet to the POINT OF BEGINNING.

Containing 45.62 Acres, more or less.

MSP-DT-87-132
D293:VENVIL
DLP/tlp

JULY 29, 1987

Exhibit "D"



OWNED AND DEVELOPED BY
MSF
 1987
 1988
 1989
 1990
 1991
 1992
 1993
 1994
 1995
 1996
 1997
 1998
 1999
 2000
 2001
 2002
 2003
 2004
 2005
 2006
 2007
 2008
 2009
 2010
 2011
 2012
 2013
 2014
 2015
 2016
 2017
 2018
 2019
 2020
 2021
 2022
 2023
 2024
 2025
 2026
 2027
 2028
 2029
 2030
 2031
 2032
 2033
 2034
 2035
 2036
 2037
 2038
 2039
 2040
 2041
 2042
 2043
 2044
 2045
 2046
 2047
 2048
 2049
 2050
 2051
 2052
 2053
 2054
 2055
 2056
 2057
 2058
 2059
 2060
 2061
 2062
 2063
 2064
 2065
 2066
 2067
 2068
 2069
 2070
 2071
 2072
 2073
 2074
 2075
 2076
 2077
 2078
 2079
 2080
 2081
 2082
 2083
 2084
 2085
 2086
 2087
 2088
 2089
 2090
 2091
 2092
 2093
 2094
 2095
 2096
 2097
 2098
 2099
 2100
 2101
 2102
 2103
 2104
 2105
 2106
 2107
 2108
 2109
 2110
 2111
 2112
 2113
 2114
 2115
 2116
 2117
 2118
 2119
 2120
 2121
 2122
 2123
 2124
 2125
 2126
 2127
 2128
 2129
 2130
 2131
 2132
 2133
 2134
 2135
 2136
 2137
 2138
 2139
 2140
 2141
 2142
 2143
 2144
 2145
 2146
 2147
 2148
 2149
 2150
 2151
 2152
 2153
 2154
 2155
 2156
 2157
 2158
 2159
 2160
 2161
 2162
 2163
 2164
 2165
 2166
 2167
 2168
 2169
 2170
 2171
 2172
 2173
 2174
 2175
 2176
 2177
 2178
 2179
 2180
 2181
 2182
 2183
 2184
 2185
 2186
 2187
 2188
 2189
 2190
 2191
 2192
 2193
 2194
 2195
 2196
 2197
 2198
 2199
 2200
 2201
 2202
 2203
 2204
 2205
 2206
 2207
 2208
 2209
 2210
 2211
 2212
 2213
 2214
 2215
 2216
 2217
 2218
 2219
 2220
 2221
 2222
 2223
 2224
 2225
 2226
 2227
 2228
 2229
 2230
 2231
 2232
 2233
 2234
 2235
 2236
 2237
 2238
 2239
 2240
 2241
 2242
 2243
 2244
 2245
 2246
 2247
 2248
 2249
 2250
 2251
 2252
 2253
 2254
 2255
 2256
 2257
 2258
 2259
 2260
 2261
 2262
 2263
 2264
 2265
 2266
 2267
 2268
 2269
 2270
 2271
 2272
 2273
 2274
 2275
 2276
 2277
 2278
 2279
 2280
 2281
 2282
 2283
 2284
 2285
 2286
 2287
 2288
 2289
 2290
 2291
 2292
 2293
 2294
 2295
 2296
 2297
 2298
 2299
 2300
 2301
 2302
 2303
 2304
 2305
 2306
 2307
 2308
 2309
 2310
 2311
 2312
 2313
 2314
 2315
 2316
 2317
 2318
 2319
 2320
 2321
 2322
 2323
 2324
 2325
 2326
 2327
 2328
 2329
 2330
 2331
 2332
 2333
 2334
 2335
 2336
 2337
 2338
 2339
 2340
 2341
 2342
 2343
 2344
 2345
 2346
 2347
 2348
 2349
 2350
 2351
 2352
 2353
 2354
 2355
 2356
 2357
 2358
 2359
 2360
 2361
 2362
 2363
 2364
 2365
 2366
 2367
 2368
 2369
 2370
 2371
 2372
 2373
 2374
 2375
 2376
 2377
 2378
 2379
 2380
 2381
 2382
 2383
 2384
 2385
 2386
 2387
 2388
 2389
 2390
 2391
 2392
 2393
 2394
 2395
 2396
 2397
 2398
 2399
 2400
 2401
 2402
 2403
 2404
 2405
 2406
 2407
 2408
 2409
 2410
 2411
 2412
 2413
 2414
 2415
 2416
 2417
 2418
 2419
 2420
 2421
 2422
 2423
 2424
 2425
 2426
 2427
 2428
 2429
 2430
 2431
 2432
 2433
 2434
 2435
 2436
 2437
 2438
 2439
 2440
 2441
 2442
 2443
 2444
 2445
 2446
 2447
 2448
 2449
 2450
 2451
 2452
 2453
 2454
 2455
 2456
 2457
 2458
 2459
 2460
 2461
 2462
 2463
 2464
 2465
 2466
 2467
 2468
 2469
 2470
 2471
 2472
 2473
 2474
 2475
 2476
 2477
 2478
 2479
 2480
 2481
 2482
 2483
 2484
 2485
 2486
 2487
 2488
 2489
 2490
 2491
 2492
 2493
 2494
 2495
 2496
 2497
 2498
 2499
 2500
 2501
 2502
 2503
 2504
 2505
 2506
 2507
 2508
 2509
 2510
 2511
 2512
 2513
 2514
 2515
 2516
 2517
 2518
 2519
 2520
 2521
 2522
 2523
 2524
 2525
 2526
 2527
 2528
 2529
 2530
 2531
 2532
 2533
 2534
 2535
 2536
 2537
 2538
 2539
 2540
 2541
 2542
 2543
 2544
 2545
 2546
 2547
 2548
 2549
 2550
 2551
 2552
 2553
 2554
 2555
 2556
 2557
 2558
 2559
 2560
 2561
 2562
 2563
 2564
 2565
 2566
 2567
 2568
 2569
 2570
 2571
 2572
 2573
 2574
 2575
 2576
 2577
 2578
 2579
 2580
 2581
 2582
 2583
 2584
 2585
 2586
 2587
 2588
 2589
 2590
 2591
 2592
 2593
 2594
 2595
 2596
 2597
 2598
 2599
 2600
 2601
 2602
 2603
 2604
 2605
 2606
 2607
 2608
 2609
 2610
 2611
 2612
 2613
 2614
 2615
 2616
 2617
 2618
 2619
 2620
 2621
 2622
 2623
 2624
 2625
 2626
 2627
 2628
 2629
 2630
 2631
 2632
 2633
 2634
 2635
 2636
 2637
 2638
 2639
 2640
 2641
 2642
 2643
 2644
 2645
 2646
 2647
 2648
 2649
 2650
 2651
 2652
 2653
 2654
 2655
 2656
 2657
 2658
 2659
 2660
 2661
 2662
 2663
 2664
 2665
 2666
 2667
 2668
 2669
 2670
 2671
 2672
 2673
 2674
 2675
 2676
 2677
 2678
 2679
 2680
 2681
 2682
 2683
 2684
 2685
 2686
 2687
 2688
 2689
 2690
 2691
 2692
 2693
 2694
 2695
 2696
 2697
 2698
 2699
 2700
 2701
 2702
 2703
 2704
 2705
 2706
 2707
 2708
 2709
 2710
 2711
 2712
 2713
 2714
 2715
 2716
 2717
 2718
 2719
 2720
 2721
 2722
 2723
 2724
 2725
 2726
 2727
 2728
 2729
 2730
 2731
 2732
 2733
 2734
 2735
 2736
 2737
 2738
 2739
 2740
 2741
 2742
 2743
 2744
 2745
 2746
 2747
 2748
 2749
 2750
 2751
 2752
 2753
 2754
 2755
 2756
 2757
 2758
 2759
 2760
 2761
 2762
 2763
 2764
 2765
 2766
 2767
 2768
 2769
 2770
 2771
 2772
 2773
 2774
 2775
 2776
 2777
 2778
 2779
 2780
 2781
 2782
 2783
 2784
 2785
 2786
 2787
 2788
 2789
 2790
 2791
 2792
 2793
 2794
 2795
 2796
 2797
 2798
 2799
 2800
 2801
 2802
 2803
 2804
 2805
 2806
 2807
 2808
 2809
 2810
 2811
 2812
 2813
 2814
 2815
 2816
 2817
 2818
 2819
 2820
 2821
 2822
 2823
 2824
 2825
 2826
 2827
 2828
 2829
 2830
 2831
 2832
 2833
 2834
 2835
 2836
 2837
 2838
 2839
 2840
 2841
 2842
 2843
 2844
 2845
 2846
 2847
 2848
 2849
 2850
 2851
 2852
 2853
 2854
 2855
 2856
 2857
 2858
 2859
 2860
 2861
 2862
 2863
 2864
 2865
 2866
 2867
 2868
 2869
 2870
 2871
 2872
 2873
 2874
 2875
 2876
 2877
 2878
 2879
 2880
 2881
 2882
 2883
 2884
 2885
 2886
 2887
 2888
 2889
 2890
 2891
 2892
 2893
 2894
 2895
 2896
 2897
 2898
 2899
 2900
 2901
 2902
 2903
 2904
 2905
 2906
 2907
 2908
 2909
 2910
 2911
 2912
 2913
 2914
 2915
 2916
 2917
 2918
 2919
 2920
 2921
 2922
 2923
 2924
 2925
 2926
 2927
 2928
 2929
 2930
 2931
 2932
 2933
 2934
 2935
 2936
 2937
 2938
 2939
 2940
 2941
 2942
 2943
 2944
 2945
 2946
 2947
 2948
 2949
 2950
 2951
 2952
 2953
 2954
 2955
 2956
 2957
 2958
 2959
 2960
 2961
 2962
 2963
 2964
 2965
 2966
 2967
 2968
 2969
 2970
 2971
 2972
 2973
 2974
 2975
 2976
 2977
 2978
 2979
 2980
 2981
 2982
 2983
 2984
 2985
 2986
 2987
 2988
 2989
 2990
 2991
 2992
 2993
 2994
 2995
 2996
 2997
 2998
 2999
 3000
 3001
 3002
 3003
 3004
 3005
 3006
 3007
 3008
 3009
 3010
 3011
 3012
 3013
 3014
 3015
 3016
 3017
 3018
 3019
 3020
 3021
 3022
 3023
 3024
 3025
 3026
 3027
 3028
 3029
 3030
 3031
 3032
 3033
 3034
 3035
 3036
 3037
 3038
 3039
 3040
 3041
 3042
 3043
 3044
 3045
 3046
 3047
 3048
 3049
 3050
 3051
 3052
 3053
 3054
 3055
 3056
 3057
 3058
 3059
 3060
 3061
 3062
 3063
 3064
 3065
 3066
 3067
 3068
 3069
 3070
 3071
 3072
 3073
 3074
 3075
 3076
 3077
 3078
 3079
 3080
 3081
 3082
 3083
 3084
 3085
 3086
 3087
 3088
 3089
 3090
 3091
 3092
 3093
 3094
 3095
 3096
 3097
 3098
 3099
 3100
 3101
 3102
 3103
 3104
 3105
 3106
 3107
 3108
 3109
 3110
 3111
 3112
 3113
 3114
 3115
 3116
 3117
 3118
 3119
 3120
 3121
 3122
 3123
 3124
 3125
 3126
 3127
 3128
 3129
 3130
 3131
 3132
 3133
 3134
 3135
 3136
 3137
 3138
 3139
 3140
 3141
 3142
 3143
 3144
 3145
 3146
 3147
 3148
 3149
 3150
 3151
 3152
 3153
 3154
 3155
 3156
 3157
 3158
 3159
 3160
 3161
 3162
 3163
 3164
 3165
 3166
 3167
 3168
 3169
 3170
 3171
 3172
 3173
 3174
 3175
 3176
 3177
 3178
 3179
 3180
 3181
 3182
 3183
 3184
 3185
 3186
 3187
 3188
 3189
 3190
 3191
 3192
 3193
 3194
 3195
 3196
 3197
 3198
 3199
 3200
 3201
 3202
 3203
 3204
 3205
 3206
 3207
 3208
 3209
 3210
 3211
 3212
 3213
 3214
 3215
 3216
 3217
 3218
 3219
 3220
 3221
 3222
 3223
 3224
 3225
 3226
 3227
 3228
 3229
 3230
 3231
 3232
 3233
 3234
 3235
 3236
 3237
 3238
 3239
 3240
 3241
 3242
 3243
 3244
 3245
 3246
 3247
 3248
 3249
 3250
 3251
 3252
 3253
 3254
 3255
 3256
 3257
 3258
 3259
 3260
 3261
 3262
 3263
 3264
 3265
 3266
 3267
 3268
 3269
 3270
 3271
 3272
 3273
 3274
 3275
 3276
 3277
 3278
 3279
 3280
 3281
 3282
 3283
 3284
 3285
 3286
 3287
 3288
 3289
 3290
 3291
 3292
 3293
 3294
 3295

VILLAGES AT CYPRESS CREEK
"LA PALOMA VILLAGE"

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 2, and in the North 1/2 of Section 11, all in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

OFF REC 5933 PAGE 889

From the Southwest corner of said South 1/2 of Section 2, run thence S.85°54'00"E., 2536.16 feet along the South boundary of said South 1/2 of Section 2 to the POINT OF BEGINNING; thence N.00°31'00"W., 478.81 feet; thence N.29°17'45"E., 112.53 feet; thence N.44°45'50"E., 209.02 feet; thence N.31°41'07"W., 267.26 feet; thence N.07°01'18"W., 84.30 feet; thence N.14°46'47"E., 78.90 feet; thence N.36°32'50"E., 78.83 feet; thence N.58°18'53"E., 231.83 feet; thence N.64°33'17"E., 35.57 feet; thence N.85°55'50"E., 82.31 feet; thence S.71°50'33"E., 76.56 feet; thence S.51°46'50"E., 72.58 feet; thence S.31°41'07"E., 287.78 feet; thence EAST, 1013.81 feet; thence N.73°26'44"E., 440.21 feet; thence S.76°43'59"E., 80.00 feet; thence S.48°39'38"E., 80.00 feet; thence S.20°36'17"E., 80.00 feet; thence S.07°29'04"W., 80.00 feet; thence S.35°33'25"W., 80.00 feet; thence S.63°27'46"W., 40.00 feet; thence S.82°12'40"W., 178.06 feet; thence S.64°03'36"W., 93.66 feet; thence SOUTH, 410.00 feet; thence S.21°32'07"E., 71.77 feet; thence S.40°53'56"E., 320.00 feet; thence S.48°06'04"W., 117.22 feet to a point on a curve; thence Southeasterly, 9.56 feet along the arc of a curve to the right having a radius of 125.00 feet and a central angle of 04°22'47" (chord bearing S.19°08'46"E., 9.55 feet) to a point of compound curvature; thence Southwesterly, 117.32 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 134°26'26" (chord bearing S.50°15'51"W., 92.20 feet); thence S.49°06'04"W., 113.52 feet; thence N.40°53'56"W., 80.00 feet; thence N.16°24'06"W., 87.91 feet; thence N.40°53'56"W., 160.00 feet; thence N.89°13'53"W., 99.03 feet; thence S.25°59'06"W., 49.59 feet; thence S.41°38'07"W., 61.59 feet; thence S.56°34'00"W., 101.37 feet; thence WEST, 381.22 feet; thence S.88°54'34"W., 75.70 feet; thence S.67°51'05"W., 69.84 feet; thence S.58°18'53"W., 509.19 feet; thence WEST, 123.48 feet to a point on a curve; thence Southerly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing S.09°05'51"E., 31.62 feet) to a point of reverse curvature; thence continue Southerly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing S.09°05'51"E., 31.62 feet) to a point of tangency; thence SOUTH, 55.00 feet to a point of curvature; thence Southerly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing S.06°25'09"W., 22.36 feet) to a point of reverse curvature; thence continue Southerly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing S.06°25'09"W., 22.36 feet) to a point of tangency; thence SOUTH, 102.74 feet to a point of curvature; thence Southwesterly, 125.89 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 20°02'12" (chord bearing S.10°01'05"W., 125.26 feet) to a point of reverse curvature; thence

Southerly, 142.63 feet along the arc of a curve to the left having a radius of 190.00 feet and a central angle of 43°00'39" (chord bearing S.01°28'08"E., 139.30 feet) to a point of tangency; thence S.22°58'27"E., 165.60 feet to a point of curvature; thence Southeasterly, 54.07 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 88°30'48" (chord bearing S.67°13'51"E., 48.85 feet) to a point on the proposed Northerly right-of-way line of Upper Creek Drive, said point also being a point on a curve; thence along said proposed Northerly right-of-way line, Southwesterly, 137.12 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 04°48'29" (chord bearing S.66°06'31"W., 137.08 feet) to a point on a curve; thence leaving said proposed Northerly right-of-way line, Northeasterly, 52.95 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 86°40'43" (chord bearing N.20°21'54"E., 48.04 feet) to a point of tangency; thence N.22°58'27"W., 167.84 feet to a point of curvature; thence Northerly, 195.18 feet along the arc of a curve to the right having a radius of 260.00 feet and a central angle of 41°00'39" (chord bearing N.01°20'08"W., 190.63 feet) to a point of reverse curvature; thence Northeasterly, 101.41 feet along the arc of a curve to the left having a radius of 290.00 feet and a central angle of 20°02'12" (chord bearing N.10°01'06"E., 100.90 feet) to a point of tangency; thence NORTH, 102.74 feet to a point of curvature; thence Northerly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing N.06°25'09"W., 22.36 feet) to a point of reverse curvature; thence continue Northerly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing N.06°25'09"W., 22.36 feet) to a point of tangency; thence NORTH, 55.00 feet to a point of curvature; thence Northerly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing N.09°05'51"E., 31.62 feet) to a point of reverse curvature; thence continue Northerly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing N.09°05'51"E., 31.62 feet); thence WEST, 72.76 feet; thence N.77°05'40"W., 109.74 feet; thence N.47°13'50"W., 74.11 feet; thence N.40°52'28"W., 162.42 feet; thence N.18°29'08"W., 98.09 feet; thence N.00°31'00"W., 47.26 feet to the POINT OF BEGINNING.

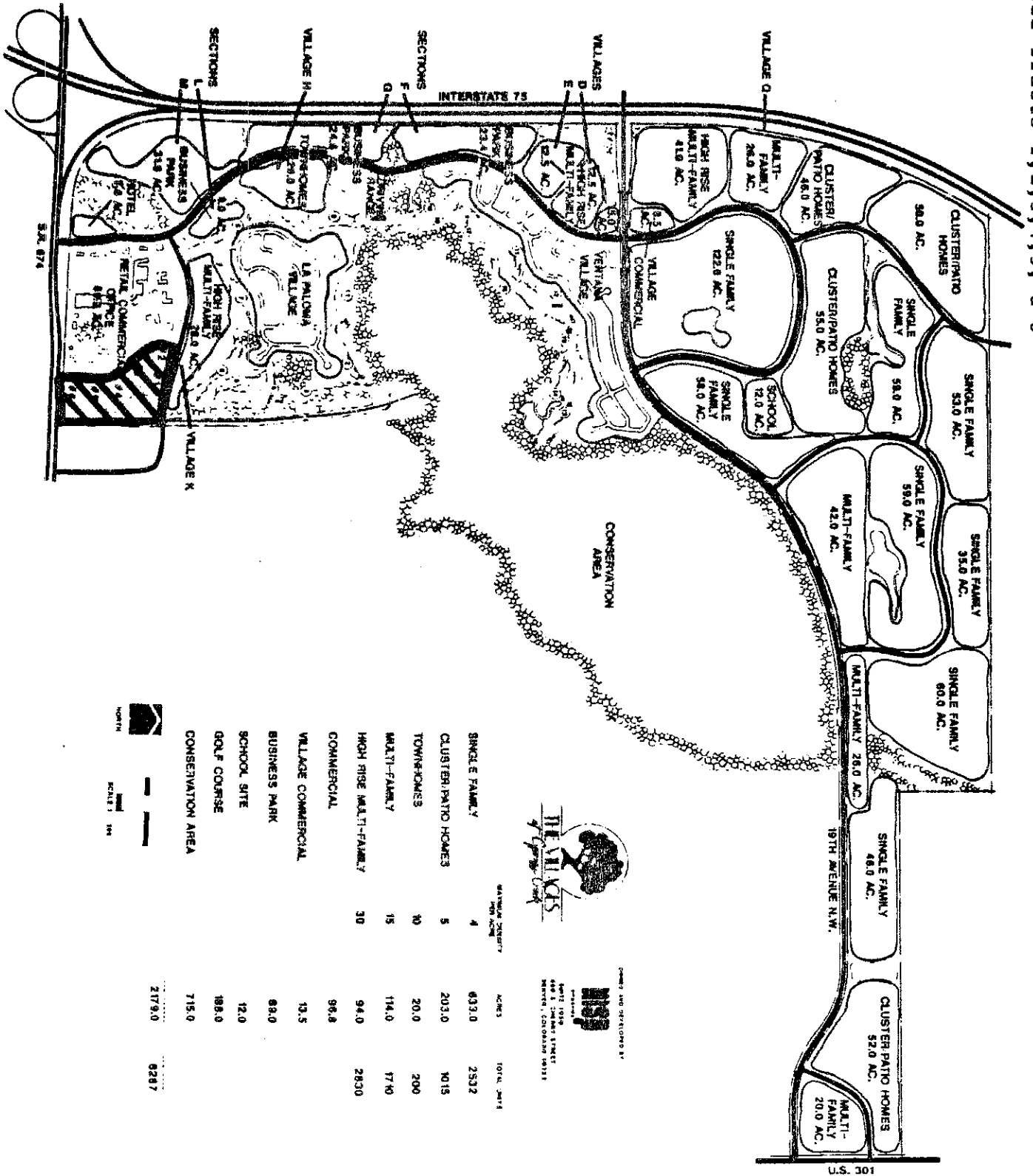
Containing 58.68 acres, more or less.

D293:PALOMA
HSP-DI-87-129
RP/rp
JMK/Jwk

August 06, 1987

Revised March 10, 1988

EXHIBIT D PAGE 2 OF 2



DESCRIPTION: A parcel of land lying in the Northeast 1/4 of Section II, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northeast 1/4 of said Section II, run thence N.00°01'41"W., 1007.27 feet along the East boundary of said Northeast 1/4 of Section II; thence S.89°15'27"W., 43.09 feet to the POINT OF BEGINNING; thence continue S.89°15'27"W., 472.57 feet; thence N.69°54'45"W., 443.55 feet; thence N.20°05'15"E., 317.00 feet; thence S.69°54'45"E., 221.18 feet to a point of curvature; thence South-easterly, 375.91 feet along the arc of a curve to the left having a radius of 1034.00 feet and a central angle of 20°49'48" (chord bearing S.80°19'39"E., 373.85 feet) to a point of tangency; thence N.89°15'27"E., 200.00 feet; thence S.00°44'33"E., 307.77 feet to the POINT OF BEGINNING.

Containing 6.21 acres, more or less.

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows;

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No.674; thence S.89°17'02"W., 29.49 feet along said North right-of-way boundary to the POINT OF BEGINNING; thence along said North right-of-way boundary of State Road No.674 the following four (4) courses; 1.) S.89°17'02"W., 42.47 feet; 2.) S.00°42'58"E., 37.00 feet; 3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence leaving said Northerly right-of-way boundary, Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 65.00 feet; thence N.01°42'12"W., 150.33 feet; thence N.02°06'39"E., 250.00 feet to a point of curvature; thence Northwesterly, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency; thence N.42°15'44"W., 9.28 feet; thence N.47°44'16"E., 389.45 feet to a point on a curve; thence Northerly, 27.27 feet along the arc of a curve to the right having a radius of 70.00 feet and a central angle of 22°19'16" (chord bearing N.05°01'02"E., 27.10 feet; thence N.89°15'27"E., 472.57 feet to a point on the centerline of the rechannelization of Cypress Creek; thence S.00°44'33"E., 1090.72 feet along said centerline to the POINT OF BEGINNING.

Containing 16.72 acres, more or less.

VILLAGES OF CYPRESS CREEK - TRACT 2
(3.10 ACRES)

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows;

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No.674; thence along said North right-of-way boundary of State Road No.674 the following four (4) courses; 1.) S.89°17'02"W., 71.96 feet; 2.) S.00°42'58"E., 37.00 feet; 3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence along the Easterly right-of-way boundary of proposed Cortaro Drive the following six (6) courses; 1.) Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; 2.) N.02°06'39"E., 65.00 feet; 3.) N.01°42'12"W., 150.33 feet; 4.) N.02°06'39"E., 250.00 feet to a point of curvature; 5.) Northwesterly, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency; 6.) N.42°15'44"W., 409.66 feet to the POINT OF BEGINNING; thence continuing along said Easterly right-of-way boundary of proposed Cortaro Drive the following four courses: 1) N.42°15'44"W., 77.87 feet to a point of curvature; 2) Northerly, 348.23 feet along the arc of a curve to the right having a radius of 320.00 feet and a central angle of 62°20'59" (chord bearing N.11°05'15"W., 331.30 feet) to a point of tangency; 3) N.20°05'15"E., 147.74 feet to a point of curvature; 4) Northeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.65°05'15"E., 49.50 feet) to a point of tangency, said point being on the Southerly right-of-way boundary of Upper Creek Drive; thence along said right-of-way boundary, S.69°54'45"E., 290.27 feet; thence S.20°05'15"W., 317.00 feet; thence S.69°54'45"E., 12.30 feet; thence S.47°44'16"W., 209.23 feet to the POINT OF BEGINNING.

Containing 3.10 acres, more or less.

D203.2:VOCCT2
DLP/dlp

July 6, 1988

EXHIBIT E PAGE 4 OF 5

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows;

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No.674; thence along said North right-of-way boundary of State Road No.674 the following four (4) courses;
1.) S.89°17'02"W., 71.96 feet; 2.) S.00°42'58"E., 37.00 feet;
3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence along the Easterly right-of-way boundary of proposed Cortaro Drive the following six (6) courses;
1.) Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency;
2.) N.02°06'39"E., 65.00 feet; 3.) N.01°42'12"W., 150.33 feet;
4.) N.02°06'39"E., 250.00 feet to a point of curvature;
5.) Northwesterly, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency;
6.) N.42°15'44"W., 9.28 feet to the POINT OF BEGINNING thence continue N.42°15'44"W., 400.38 feet along said Easterly right-of-way boundary of proposed Cortaro Drive; thence N.47°44'16"E., 209.23 feet; thence S.69°54'45"E., 431.25 feet to a point on a curve; thence Southwesterly, 27.27 feet along the arc of a curve to the left having a radius of 70.00 feet and a central angle of 22°19'16" (chord bearing S.05°01'02"W., 27.10 feet; thence S.47°44'16"W., 389.45 feet to the POINT OF BEGINNING.

Containing 2.88 acres, more or less.

D203.2:VOCCT3
JWK/jwk
DLP/af

June 15, 1988
July 5, 1988

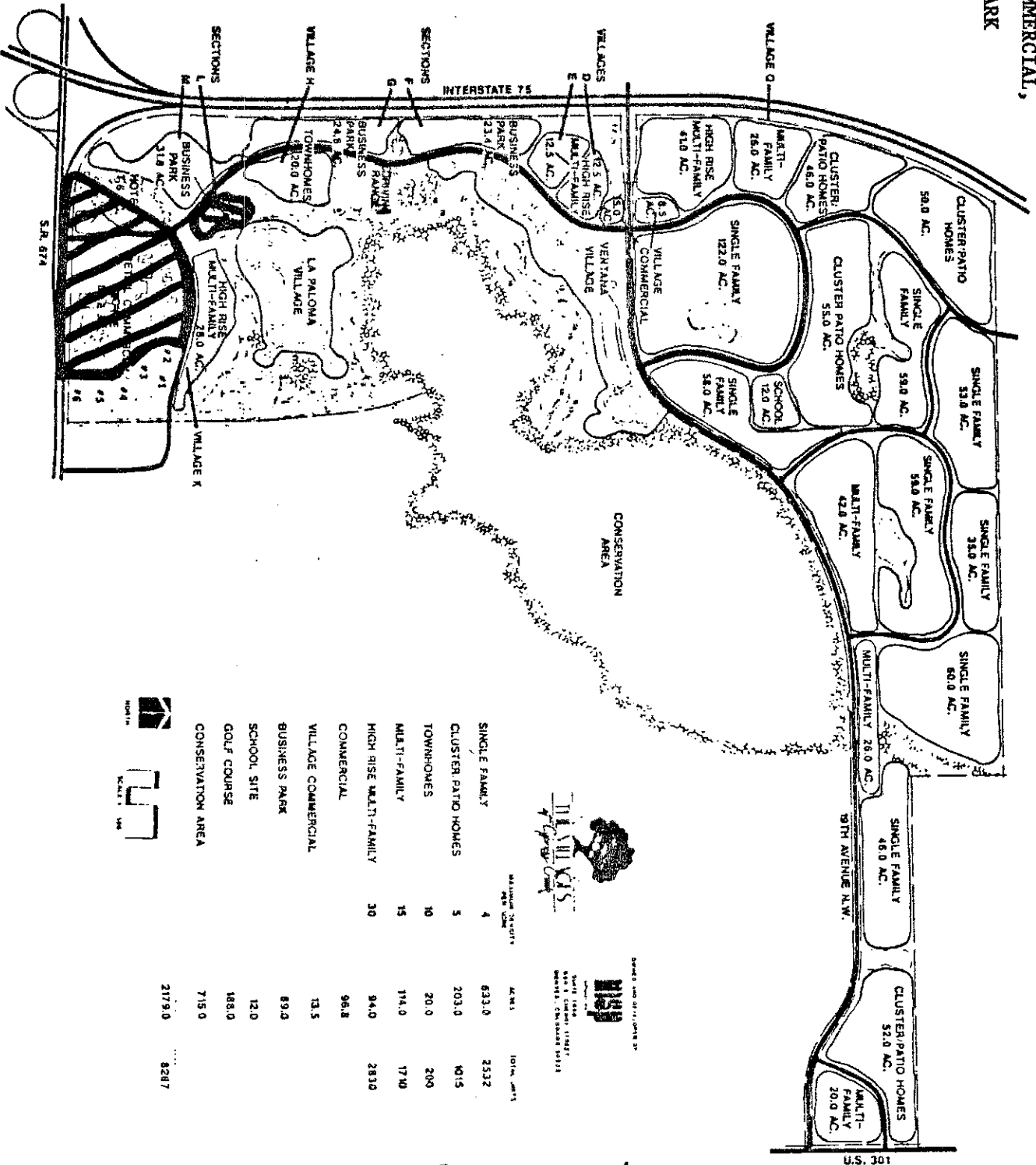
EXHIBIT E PAGE 5 OF 5

SHOPPING CENTER, COMMERCIAL,
HOTEL & BUSINESS PARK

OFF REC 5933 PAGE 895

EXHIBIT "F"

DELEGATE DISTRICT # 6



VILLAGES OF CYPRESS CREEK HOTEL SITE
(17.18 ACRE PARCEL)

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the Northerly right-of-way line of State Road No. 674; thence along said Northerly right-of-way line, S.89°17'02"W., 109.52 feet; thence continue along said right-of-way line N.87°53'21"W., 2769.97 feet to the POINT OF BEGINNING; thence continuing N.87°53'21"W., 662.48 feet along said Northerly right-of-way line; thence N.21°26'58"E., 1540.10 feet; thence N.67°58'06"E., 117.45 feet to a point on a curve; thence Southeasterly, 534.55 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 41°30'01" (chord bearing S.11°26'29"E., 522.94 feet) to a point of reverse curvature; thence Southerly, 417.47 feet along the arc of a curve to the left having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing S.04°33'56"E., 413.40 feet) to a point of reverse curvature; thence Southeasterly, 336.44 feet along the arc of a curve to the right having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing S.08°09'52"E., 334.64 feet) to a point of tangency; thence S.02°06'39"W., 149.00 feet; thence N.87°53'21"W., 30.00 feet; thence S.02°06'39"W., 55.00 feet; thence S.70°18'35"W., 10.77 feet; thence N.87°53'21"W., 55.00 feet; thence S.02°06'39"W., 10.00 feet; thence N.87°53'21"W., 90.00 feet; thence S.02°06'39"W., 35.00 feet to the POINT OF BEGINNING.

Containing 17.18 acres, more or less.

D220:VOCCHS
MSP-DT-86-107
JWK

November 12, 1986

VILLAGES OF CYPRESS CREEK COMMERCIAL AREA
(63.63 ACRE PARCEL)

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence along the East boundary of said East 1/2 of Section 11, S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following two (2) courses: 1.) S.89°17'02"W., 109.52 feet; 2.) N.87°53'21"W., 693.36 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line N.87°53'21"W., 1594.62 feet; thence N.02°06'39"E., 35.00 feet; thence N.87°53'21"W., 90.0 feet; thence N.02°06'39"E., 10.00 feet; thence N.87°53'21"W., 55.00 feet; thence N.66°05'16"W., 10.77 feet; thence N.02°06'39"E., 55.00 feet; thence N.87°53'21"W., 30.00 feet; thence N.02°06'39"E., 149.00 feet to a point of curvature; thence Northwesterly, 376.61 feet along the arc of a curve to the left having a radius of 1050.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 374.59 feet) to a point of reverse curvature; thence Northwesterly, 363.22 feet along the arc of a curve to the right having a radius of 750.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 359.69 feet) to a point of reverse curvature; thence Northwesterly, 438.71 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 29°34'20" (chord bearing N.05°28'39"W., 433.86 feet) to a point of reverse curvature; thence Northeasterly, 51.17 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 83°45'56" (chord bearing N.21°37'09"E., 46.73 feet) to a point of tangency; thence N.63°30'07"E., 233.25 feet to a point of curvature; thence Northeasterly, 1273.27 feet along the arc of a curve to the right having a radius of 1566.00 feet and a central angle of 46°35'08" (chord bearing N.86°47'41"E., 1238.49 feet) to a point of tangency; thence S.69°54'45"E., 14.53 feet to a point of curvature; thence Southeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.24°54'45"E., 49.50 feet) to a point of tangency; thence S.20°05'15"W., 147.74 feet to a point of curvature; thence Southeasterly, 413.52 feet along the arc of a curve to the left having a radius of 380.00 feet and a central angle of 62°20'59" (chord bearing S.11°05'15"E., 393.42 feet) to a point of tangency; thence S.42°15'44"E., 487.54 feet to a point of curvature; thence Southeasterly, 286.55 feet along the arc of a curve to the right having a radius of 370.00 feet and a central angle of 44°22'24" (chord bearing S.20°04'33"E., 279.44 feet) to a point of tangency; thence S.02°06'39"W., 465.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.47°06'39"W., 49.50 feet) to the POINT OF BEGINNING.

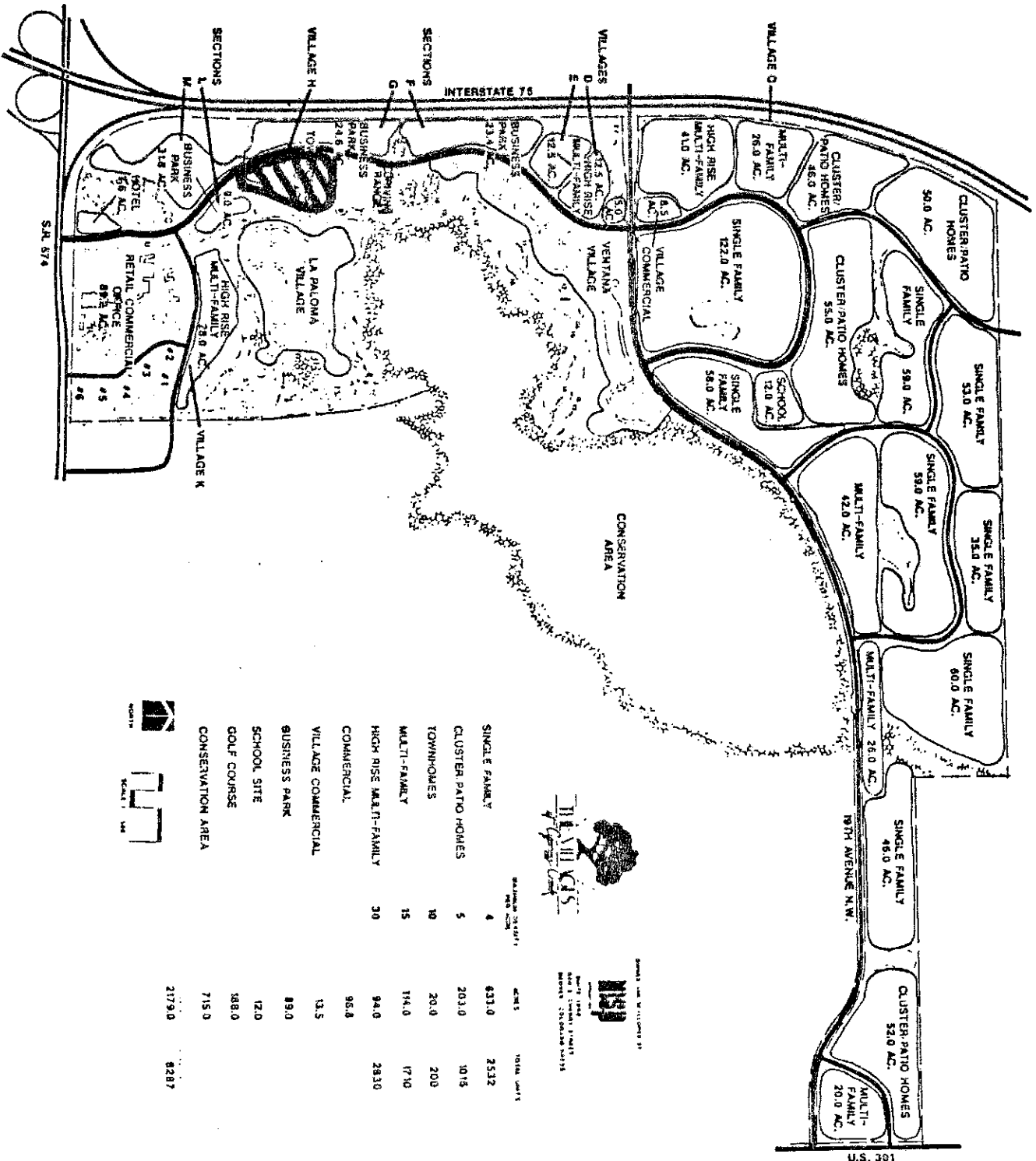
Containing 63.63 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the North boundary of said Section 11, N.89°54'00"W., 3156.29 feet; thence S.17°29'31"W., 233.79 feet to the POINT OF BEGINNING; thence S.66°28'01"E., 278.38 feet; thence S.48°36'57"E., 537.36 feet; thence S.03°19'41"E., 107.19 feet to a point on a curve said point being on the Westerly right-of-way line of La Paloma Drive as shown on the plat of LA PALOMA VILLAGE as recorded in Plat Book 65, Page 24, Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line the following three (3) courses: 1) Southeasterly, 99.32 feet along the arc of a curve to the left having a radius of 260.00 feet and a central angle of 21°53'17" (chord bearing S.12°01'49"E., 98.72 feet) to a point of tangency; 2) S.22°58'27"E., 167.84 feet to a point of curvature; 3) Southwesterly, 52.95 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°40'42" (chord bearing S.20°21'55"W., 48.04 feet) to a point of reverse curvature on the Northerly right-of-way line of Upper Creek Drive as recorded in Official Records Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line the following three (3) courses: 1) Southwesterly, 5.77 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 0°12'09" (chord bearing S.63°36'11"W., 5.77 feet) to a point of tangency; 2) S.63°30'07"W., 9.01 feet to a point of curvature; 3) Northwesterly, 53.32 feet along the arc of a curve to right having a radius of 35.00 feet and a central angle of 87°17'13" (chord bearing N.72°51'17"W., 48.31 feet) to a point of reverse curvature being on the Easterly right-of-way line of Cypress Creek Boulevard as recorded in Official Records Book 4735, Page 1692, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following three (3) courses: 1) Northwesterly, 398.65 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 26°52'19" (chord bearing N.42°38'50"W., 395.01 feet) to a point of tangency; 2) N.59°43'47"W., 172.95 feet to a point of curvature; 3) Northwesterly, 386.97 feet along the arc of a curve to the right having a radius of 1805.00 feet and a central angle of 12°17'00" (chord bearing N.49°56'30"W., 386.23 feet); thence N.83°43'15"E., 75.35 feet; thence N.42°55'35"E., 127.51 feet; thence N.17°29'31"E., 243.39 feet to the POINT OF BEGINNING.

Containing 10.177 acres, more or less.

DELEGATE DISTRICT # 7



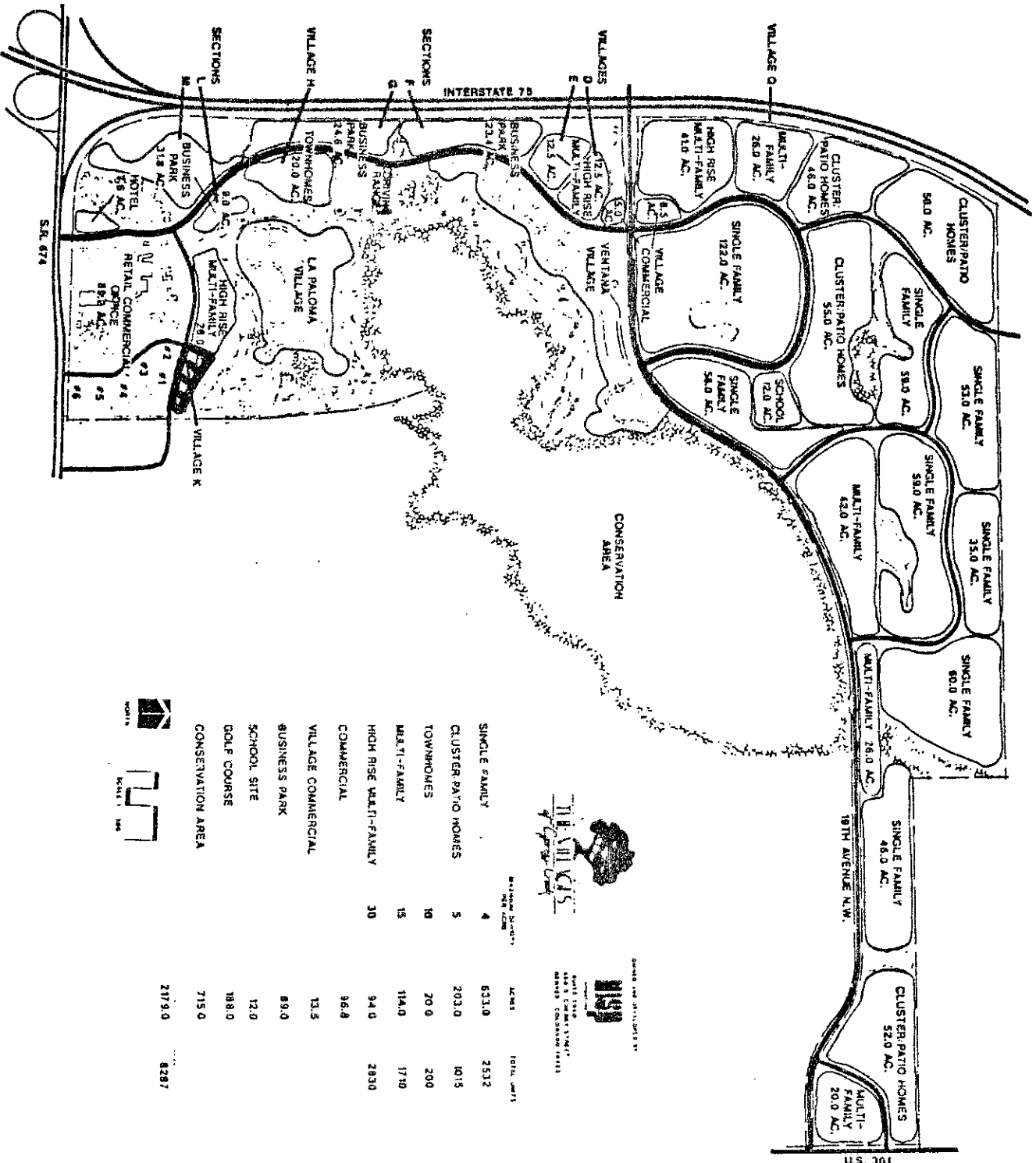
FAIRWAY PALMS

OFF 5933 PAGE 900
REC

DESCRIPTION: A parcel of land lying in Sections 2 and 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the North boundary of said Section 11, N.89°54'00"W., 3156.29 feet to the POINT OF BEGINNING; thence S.17°29'31"W., 477.18 feet; thence S.42°55'35"W., 127.51 feet; thence S.83°43'15"W., 75.35 feet to a point on a curve said point being on the Easterly right-of-way line of Cypress Creek Boulevard as recorded in Official Records Book 4735, Page 1692, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line Northwesterly, 1585.69 feet along the arc of a curve to the right having a radius of 1805.00 feet and a central angle of 50°20'03" (chord bearing N.18°37'58"W., 1535.19 feet); thence N.84°21'33"E., 747.10 feet; thence S.03°57'49"E., 907.37 feet; thence S.09°02'38"W., 67.08 feet to the POINT OF BEGINNING.

Containing 21.537 acres, more or less.



HEALTH CARE AND RETIREMENT CORPORATION (H.C.R.C.)

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

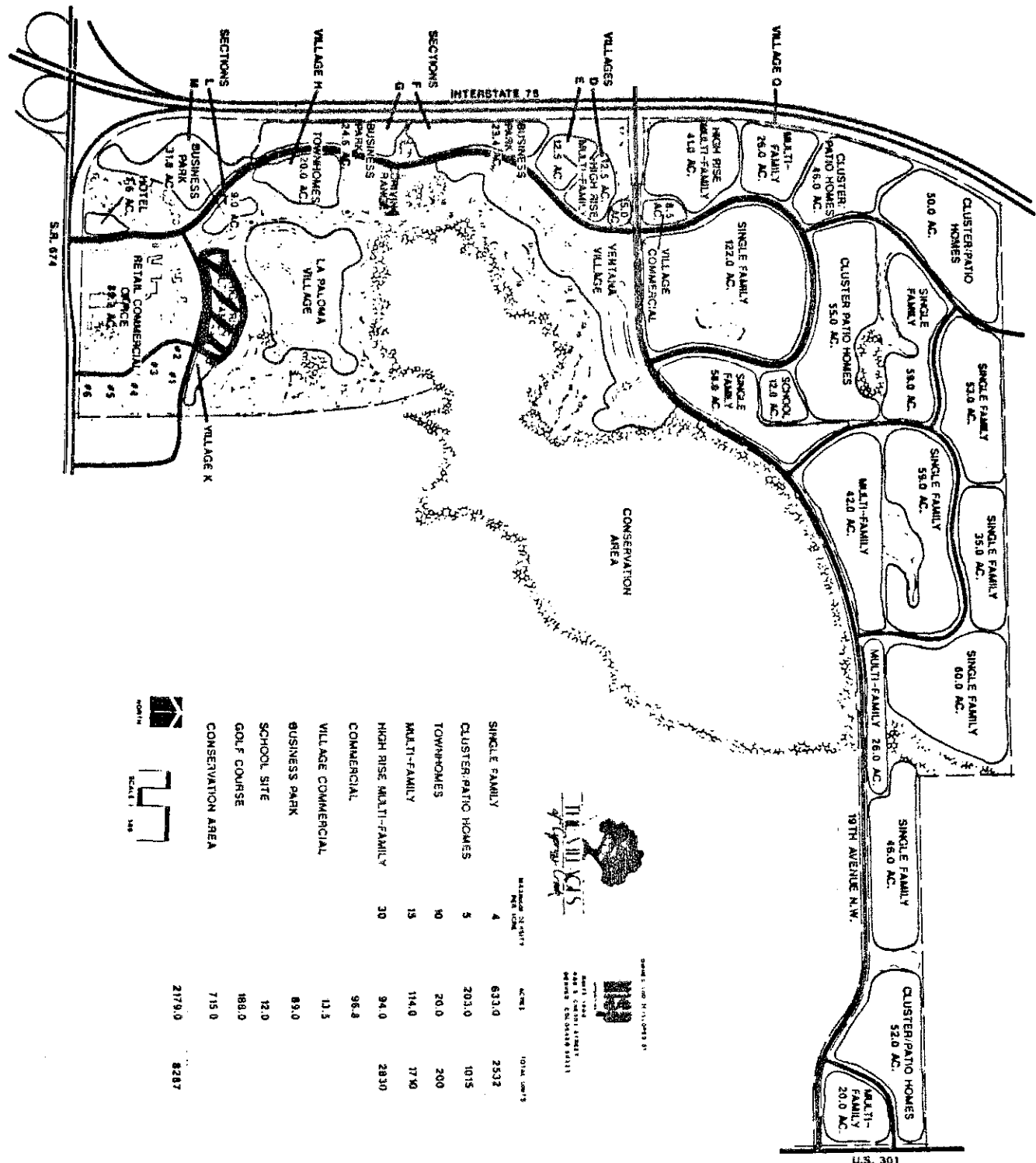
From the Northeast corner of said Section 11, run thence along the East boundary of said Section 11, S.00°01'41"E., 1298.08 feet to a point on the North right-of-way line of Upper Creek Drive as recorded in Official Record Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line the following two (2) courses: 1) S.89°15'27"W., 247.78 feet to a point of curvature; 2) Westerly, 95.07 feet along the arc of a curve to the right having a radius of 966.00 feet and a central of 05°38'19" (chord bearing N.87°55'24"W., 95.03 feet) to the POINT OF BEGINNING; thence continue along said Northerly right-of-way line the following two (2) courses: 1) Northwesterly, 256.13 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 15°11'29" (chord bearing N.77°30'30"W., 255.38 feet) to a point of tangency; 2) N.69°54'45"W., 580.00 feet; thence N.20°05'15"E., 204.00 feet; thence N.57°35'44"E., 398.02 feet; thence S.54°50'28"E., 300.00 feet; thence S.24°32'13"E., 330.61 feet; thence S.01°39'28"E., 185.90 feet to the POINT OF BEGINNING.

Containing 307,662 square feet or 7.0629 acres, more or less.

EXHIBIT "I"

VILLAGE "K"

DELEGATE DISTRICT # 9



LAND USE	ACRES	TOTAL LOTS
SINGLE FAMILY	633.0	2532
CLUSTER/PATIO HOMES	203.0	1015
TOWNHOMES	20.0	200
MULTI-FAMILY	174.0	1740
HIGH RISE MULTI-FAMILY	94.0	2830
COMMERCIAL	96.8	
VILLAGE COMMERCIAL	11.5	
BUSINESS PARK	89.0	
SCHOOL SITE	12.0	
GOLF COURSE	188.0	
CONSERVATION AREA	715.0	
	2179.0	8287



DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the East boundary of said Section 11, S.00°01'41"E., 1298.08 feet to a point on the North right-of-way line of Upper Creek Drive as recorded in Official Records Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said North right-of-way line the following two (2) courses: 1) S.89°15'27"W., 247.78 feet to a point of curvature; 2) Westerly, 95.07 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 05°38'19" (chord bearing N.87°55'24"W., 95.03 feet) to the POINT OF BEGINNING; thence continue along said Northerly right-of-way the following four (4) courses: 1) Northwesterly, 256.13 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 15°11'29" (chord bearing N.77°30'30"W., 255.38 feet) to a point of tangency; 2) N.69°54'45"W., 655.98 feet to a point of curvature; 3) Southwesterly, 1185.66 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 41°34'30" (chord bearing S.89°18'00"W., 1159.82 feet) to a point of reverse curvature; 4) Northwesterly, 54.07 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 88°30'48" (chord bearing N.67°13'51"W., 48.85 feet) to a point of tangency being on the Easterly right-of-way line of La Paloma Drive as shown on the plat of LA PALOMA VILLAGE as recorded in Plat Book 65, Page 24, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following three (3) courses: 1) N.22°58'27"W., 165.60 feet to a point of curvature; 2) Northerly, 142.63 feet along the arc of a curve to the right having a radius of 190.00 feet and a central angle of 43°00'39" (chord bearing N.01°28'08"W., 139.30 feet) to a point of reverse curvature; 3) Northeasterly, 77.82 feet along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 12°23'08" (chord bearing N.13°50'38"E., 77.67 feet; thence S.81°25'16"E., 153.36 feet; thence N.50°12'52"E., 162.50 feet; thence N.66°19'47"E., 856.82 feet; thence S.50°23'34"E., 216.59 feet; thence S.85°27'05"E., 119.96 feet; thence S.54°50'28"E., 769.89 feet; thence S.24°32'13"E., 330.61 feet; thence S.01°39'28"E., 185.90 feet to the POINT OF BEGINNING.

Containing 25.984 acres, more or less.

MSP-DT-89-108
D203.2:VOCCVK
MVG/mvg

February 15, 1989

less and except the following

HEALTH CARE AND RETIREMENT CORPORATION (H.C.R.C.)

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the East boundary of said Section 11, S.00°01'41"E., 1298.08 feet to a point on the North right-of-way line of Upper Creek Drive as recorded in Official Record Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line the following two (2) courses: 1) S.89°15'27"W., 247.78 feet to a point of curvature; 2) Westerly, 95.07 feet along the arc of a curve to the right having a radius of 966.00 feet and a central of 05°38'19" (chord bearing N.87°55'24"W., 95.03 feet) to the POINT OF BEGINNING; thence continue along said Northerly right-of-way line the following two (2) courses: 1) Northwesterly, 256.13 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 15°11'29" (chord bearing N.77°30'30"W., 255.38 feet) to a point of tangency; 2) N.69°54'45"W., 580.00 feet; thence N.20°05'15"E., 204.00 feet; thence N.57°35'44"E., 398.02 feet; thence S.54°50'28"E., 300.00 feet; thence S.24°32'13"E., 330.61 feet; thence S.01°39'28"E., 185.90 feet to the POINT OF BEGINNING.

Containing 307,662 square feet or 7.0629 acres, more or less.

OFF. REC. 5730 1630

Prepared by: Thomas E. Cone, Jr.
Blain & Cone, P.A.
202 Madison Street
Tampa, Florida 33602
(813) 223-3888

RICHARD T. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

RECORD VERIFIED

Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Cynthia G. Bice, D.C.

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE VILLAGES AT CYPRESS CREEK

The legal description for the real property subject to the Declaration of Covenants, Conditions, and Restrictions for The Villages At Cypress Creek, dated March 31, 1987 and recorded April 3, 1987 in Official Record Book 5084 at Page 005, the Public Records of Hillsborough County, Florida, is hereby amended to read as set forth in Exhibit "A", attached hereto and made a part hereof by reference.

The effect of this Amendment is to delete from the operation and effect of the Declaration (described above) certain lands originally described in Exhibit "A" to said Declaration.

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Villages at Cypress Creek shall take effect immediately upon the recordation of a copy of this Amendment among the Public Records of Hillsborough County, Florida.

DATED at Tampa, Hillsborough County, Florida this 8
day of June, 1989.

WITNESSES:

As to Marcus S. Palkowitsh

Marcus S. Palkowitsh
Steven Bentschner

Marcus S. Palkowitsh
MARCUS S. PALKOWITSH
Director

As to Diedre M. Koik

Steven Bentschner
Diedre M. Koik

Diedre M. Koik
DIEDRE M. KOIK
Director

As to Ronald G. Lewis

Steven Bentschner
Ronald G. Lewis

Ronald G. Lewis
RONALD G. LEWIS
Director

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

5730 1631

The foregoing instrument was acknowledged before me this 8
day of June, 1989, by MARCUS S. PALKOWITSH,
DIEDRE M. KOIK, and RONALD G. LEWIS.

Barbara Suzanne Gauthier
Notary Public

My Commission Expires: _____

CONSENT

Notary Public, State Of Florida At Large
My Commission Expires Dec. 9, 1990
Bonded By Western Surety Company

MSP INVESTMENT CO., a Colorado General Partnership, hereby
consents to the Amendment of the Declaration of Covenants,
Conditions, and Restrictions for The Villages At Cypress Creek,
dated 6/8/89 March 31, 1987 and recorded April 3, 1987 in O.R.
Book 5084 at Page 005 of the Public Records of Hillsborough
County, Florida.

DATED this 8 day of June, 1989.

MSP INVESTMENT CO.
A Colorado General Partnership

By: Marcus S. Palkowitsh
as General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 8
day of June, 1989, by MARCUS S. PALKOWITSH, as
General Partner on behalf of MSP Investment Co., a Colorado
General Partnership.

Barbara Suzanne Gauthier
Notary Public

My Commission expires: _____

b:w19first.ame

Notary Public, State Of Florida At Large
My Commission Expires Dec. 9, 1990
Bonded By Western Surety Company

EXHIBIT "A"

OFF. 5730 1632

DESCRIPTION: A parcel of land lying in Sections 1, 2 and 11, all being in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of CYPRESS CREEK VILLAGE "A" as recorded in Plat Book 63 Page 8 of the Public Records of Hillsborough County, Florida for a POINT OF BEGINNING; thence along the Southerly boundary of said CYPRESS CREEK VILLAGE "A" the following ten (10) courses: 1) N.74°27'00" E., 259.30 feet; 2) N.06°30'19" W., 568.37 feet; 3) N.83°29'41" E., 292.80 feet; 4) N.45°00'00" E., 191.85 feet; 5) N.32°00'00" E., 719.92 feet; 6) N.77°00'00" E., 379.58 feet; 7) N.65°30'00" E., 261.42 feet; 8) N.34°17'52" E., 201.04 feet; 9) N.03°05'45" E., 226.46 feet; 10) N.58°00'00" E., 100.21 feet to the Southeast corner of said CYPRESS CREEK VILLAGE "A"; thence the following thirty-five (35) courses: 1) N.58°00'00" E., 455.00 feet; 2) N.79°07'47" E., 58.65 feet; 3) N.89°44'04" E., 162.94 feet; 4) N.87°32'52" E., 113.08 feet; 5) N.84°18'09" E., 135.13 feet; 6) N.81°03'26" E., 135.13 feet; 7) N.77°48'43" E., 135.13 feet; 8) N.74°33'59" E., 140.85 feet; 9) S.75°04'40" E., 347.09 feet; 10) S.76°53'54" E., 491.58 feet; 11) EAST, 297.12 feet; 12) S.03°33'09" E., 614.42 feet; 13) S.49°45'48" W., 216.75 feet; 14) S.77°36'15" W., 346.52 feet; 15) N.79°49'36" W., 230.09 feet; 16) N.47°21'01" W., 708.63 feet; 17) S.67°36'48" W., 537.91 feet; 18) S.60°31'40" W., 250.20 feet; 19) S.17°47'20" W., 470.56 feet; 20) S.65°43'17" W., 629.33 feet; 21) N.83°57'58" W., 364.65 feet; 22) S.08°25'57" W., 81.08 feet; 23) S.76°30'41" E., 199.98 feet; 24) S.42°54'15" W., 282.81 feet; 25) S.86°18'53" W., 445.04 feet; 26) S.24°48'03" W., 143.02 feet; 27) S.88°52'49" E., 367.46 feet; 28) S.05°18'54" E., 845.90 feet; 29) S.48°36'57" W., 307.67 feet; 30) S.01°09'42" W., 153.02 feet; 31) N.70°31'19" E., 349.66 feet; 32) S.78°20'16" E., 399.88 feet; 33) S.83°37'53" E., 821.00 feet; 34) N.72°54'10" E., 856.39 feet; 35) N.01°54'03" E., 269.84 feet to a point on the environmental line as surveyed; thence along said surveyed environmental line the following three (3) courses: 1) N.03°47'49" W., 133.14 feet; 2) N.59°25'37" E., 49.40 feet; 3) N.60°13'05" E., 10.85 feet; thence S.21°03'06" E., 258.03 feet to a point on the centerline of CYPRESS CREEK; thence along said centerline the following four (4) courses: 1) S.07°33'32" E., 362.22 feet; 2) S.20°12'20" E., 371.35 feet to a point on a non-tangent curve; 3) Southeasterly, 1134.28 feet along the arc of a curve to the right having a radius of 3200.00 feet and central angle of 20°18'33" (chord bearing and distance S.10°53'50" E., 1128.35 feet) to a point of tangency; 4) S.00°44'33" E., 1385.15 feet to a point on the Northerly right of way line of UPPER CREEK DRIVE as recorded in O.R. 4735, Page 1694 of the Public Records of Hillsborough County, Florida; thence continue along said Northerly right of way line the following two (2) courses: 1) N.89°15'27" W., 200.02 feet to a point of curvature; 2) Northwesterly, 95.04 feet along the arc of a curve to the right

having a radius of 966.00 feet and central angle of $05^{\circ}38'13''$ (chord bearing and distance N. $87^{\circ}55'12''$ W., 95.00 feet); thence departing said right of way line run thence the following seven (7) courses: 1) N. $01^{\circ}39'28''$ W., 185.89 feet; 2) N. $24^{\circ}32'13''$ W., 330.61 feet; 3) N. $54^{\circ}50'28''$ W., 769.89 feet; 4) N. $62^{\circ}44'24''$ W., 322.24 feet; 5) S. $66^{\circ}19'47''$ W., 357.06 feet; 6) S. $64^{\circ}51'36''$ W., 727.22 feet; 7) N. $70^{\circ}17'22''$ W., 80.63 feet to a point on the easterly right of way line of La Paloma Drive in La Paloma Village, Unit 1 as recorded in Plat Book 65 Page 24 of the Public Records of Hillsborough County, Florida; said point also being on the arc of a curve; thence along said Easterly right of way line the following seven (7) courses: 1) Northeasterly, 48.07 feet along the arc of said curve to the left having a radius of 360.00 feet and central angle of $07^{\circ}39'04''$ (chord bearing and distance N. $03^{\circ}49'34''$ E., 48.04 feet) to a point of tangency; 2) NORTH, 102.74 feet to a point of curvature; 3) Northeasterly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of $12^{\circ}50'19''$ (chord bearing and distance N. $06^{\circ}25'09''$ E., 22.36 feet) to a point of reverse curvature; 4) Northeasterly 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $12^{\circ}50'19''$ (chord bearing and distance N. $06^{\circ}25'09''$ E., 22.36 feet) to a point of tangency; 5) NORTH, 55.00 feet to a point of curvature; 6) Northwesterly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of $18^{\circ}11'42''$ (chord bearing and distance N. $09^{\circ}05'51''$ W., 31.62 feet) to a point of reverse curvature; 7) Northwesterly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of $18^{\circ}11'42''$ (chord bearing and distance N. $09^{\circ}05'51''$ W., 31.62 feet) to a point of tangency, said point also being on the Southerly boundary of said La Paloma Village, Unit 1; departing said La Paloma Drive run thence along said Southerly boundary of La Paloma Village, Unit 1 the following two (2) courses: 1) EAST 123.48 feet; 2) N. $58^{\circ}18'53''$ E., 109.19 feet to the Southeast corner of said La Paloma Village, Unit 1; thence the following thirty (30) courses: 1) N. $58^{\circ}18'53''$ E., 400.00 feet; 2) N. $67^{\circ}51'05''$ E., 69.84 feet; 3) N. $88^{\circ}54'34''$ E., 75.70 feet; 4) EAST, 559.38 feet; 5) S. $40^{\circ}53'56''$ E., 174.78 feet; 6) S. $85^{\circ}53'56''$ E., 113.14 feet; 7) N. $49^{\circ}06'04''$ E., 143.52 feet to a point on a curve; 8) Northeasterly, 117.32 feet along the arc of said curve to the left having a radius of 50.00 feet and central angle of $134^{\circ}26'26''$ (chord bearing and distance N. $50^{\circ}15'51''$ E., 92.20 feet); 9) N. $61^{\circ}18'35''$ E., 123.55 feet; 10) N. $40^{\circ}53'56''$ W., 355.00 feet; 11) N. $21^{\circ}32'07''$ W., 71.77 feet; 12) NORTH, 170.00 feet; 13) EAST, 200.00 feet; 14) NORTH, 160.43 feet; 15) EAST, 248.87 feet; 16) N. $31^{\circ}53'48''$ W., 70.00 feet; 17) N. $33^{\circ}46'14''$ W., 85.76 feet; 18) N. $12^{\circ}24'49''$ W., 99.08 feet; 19) N. $18^{\circ}03'30''$ E., 55.24 feet; 20) N. $07^{\circ}04'02''$ W., 178.27 feet; 21) N. $85^{\circ}45'38''$ W., 194.66 feet; 22) S. $80^{\circ}09'32''$ W., 549.03 feet; 23) WEST, 831.97 feet; 24) N. $36^{\circ}30'43''$ W., 316.89 feet; 25) N. $66^{\circ}06'48''$ W., 95.00 feet; 26) S. $84^{\circ}03'10''$ W., 270.00 feet; 27) S. $42^{\circ}39'09''$ W., 367.00 feet; 28) S. $33^{\circ}06'11''$ E., 350.00 feet; 29) S. $28^{\circ}01'02''$ W., 253.93 feet; 30) S. $00^{\circ}31'00''$ E., 383.54 feet to the Northwest corner of said La Paloma Village, Unit 1; thence

along the Westerly boundary of said La Paloma Village, Unit 1 the following four (4) courses: 1) S.00°31'00" E., 213.95 feet; 2) S.18°29'08" E., 98.09 feet; 3) S.40°52'28" E., 162.42 feet; 4) S.47°13'50" E., 74.11 feet to a point on the Southerly boundary of said La Paloma Village, Unit 1; thence along said southerly boundary the following two (2) courses 1) S.77°05'40" E., 109.74 feet; 2) EAST, 72.76 feet to a point on the arc of a curve, said point also being on the westerly boundary of said La Paloma Drive; thence along said Westerly boundary the following eight (8) courses: 1) Southwesterly, 31.76 feet along the arc of said curve to the right having a radius of 100.00 feet and central angle of 18°11'42" (chord bearing and distance S.09°05'51" W., 31.62 feet) to a point of reverse curvature; 2) Southwesterly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of 18°11'42" (chord bearing and distance S.09°05'51" W., 31.62 feet) to a point of tangency; 3) SOUTH, 55.00 feet to a point of curvature; 4) Southeasterly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and central angle of 12°50'19" (chord bearing and distance S.06°25'09" E., 22.36 feet) to a point of reverse curvature; 5) Southeasterly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of 12°50'19" (chord bearing and distance S.06°25'09" E., 22.36 feet) to a point of tangency; 6) SOUTH, 102.74 feet to a point of curvature; 7) Southwesterly, 101.41 feet along the arc of a curve to the right having a radius of 290.00 feet and central angle of 20°02'12" (chord bearing and distance S.10°01'06" W., 100.90 feet) to a point of reverse curvature; 8) Southeasterly, 95.85 feet along the arc of a curve to the left having a radius of 260.00 feet and central angle of 21°07'22" (chord bearing and distance S.09°28'31" E., 95.31 feet); departing said Westerly boundary run thence the following seven (7) courses: 1) N.03°19'41" W., 107.19 feet; 2) N.48°36'57" W., 537.36 feet; 3) N.66°28'01" W., 342.90 feet; 4) S.13°27'45" W., 123.39 feet; 5) S.06°05'50" E., 138.68 feet; 6) S.42°55'35" W., 127.51 feet; 7) S.83°43'15" W., 75.35 feet to a point on the Easterly boundary of Cypress Village Boulevard (as recorded in O.R. 5068 Page 1253 of the Public Records of Hillsborough County, Florida) said point also being on the arc of a curve; thence Northwesterly along said Easterly boundary, 210.03 feet along the arc of said curve to the right having a radius of 1805.00 feet and central angle of 06°40'01" (chord bearing and distance N.40°27'59" W., 209.91 feet); departing said Easterly boundary run thence the following seven (7) courses: 1) N.01°45'31" E., 68.36 feet; 2) N.49°15'10" E., 153.84 feet; 3) N.15°06'31" E., 397.71 feet; 4) S.87°09'26" E., 160.72 feet; 5) S.40°18'35" E., 106.83 feet; 6) N.03°57'49" W., 907.37 feet; 7) S.84°21'33" W., 747.10 feet to a point on the Easterly right of way line of said Cypress Village Boulevard said point also being on the arc of a curve; thence along said Easterly boundary the following three (3) courses: 1) Northeasterly, 294.25 feet along the arc of said curve to the right having a radius of 1805.00 feet and central angle of 09°20'26" (chord bearing and distance N.11°12'17" E., 293.93 feet) to a point of tangency; 2) N.15°52'30" E., 455.03 feet to a point of curvature; 3) Northeasterly, 443.29

feet along the arc of a curve to the left having a radius of 895.00 feet and central angle of $28^{\circ}22'42''$ (chord bearing and distance $N.01^{\circ}41'09''$ E., 438.77 feet) to the Southwest corner of Pump Station No. '2 as recorded in Official Record Book 5361, Page 246 of the Public Records of Hillsborough County, Florida; departing said easterly boundary of Cypress Village Boulevard run thence along the boundary of Pump Station No. 2 the following three (3) courses: 1) $N.76^{\circ}28'20''$ E., 41.00 feet; 2) $N.13^{\circ}31'40''$ W., 32.00 feet; 3) $S.76^{\circ}28'20''$ W., 41.00 feet to a point on the aforementioned easterly boundary of Cypress Village Boulevard said point also being on the arc of a curve; thence along said easterly boundary the following two (2) courses: 1) Northwesterly, 15.59 feet along the arc of curve to the left having a radius of 895.00 feet and central angle of $00^{\circ}59'54''$ (chord bearing and distance $N.15^{\circ}03'03''$ W., 15.59 feet) to a point of tangency; 2) $N.15^{\circ}33'00''$ W., 197.70 feet to the POINT OF BEGINNING.

The above described parcel contains 186.04 acres more or less.

VILLAGES OF CYPRESS CREEK - TRACT 3
(2.88 ACRES)

OFF REC: 5730 1636

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows.

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No. 674; thence along said North right-of-way boundary of State Road No. 674 the following four (4) courses;
1.) S.89°17'02"W., 71.96 feet; 2.) S.00°42'58"E., 37.00 feet;
3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence along the Easterly right-of-way boundary of proposed Cortaro Drive the following six (6) courses;
1.) Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency;
2.) N.02°06'39"E., 65.00 feet; 3.) N.01°42'12"W., 150.33 feet;
4.) N.02°06'39"E., 250.00 feet to a point of curvature;
5.) Northwesterly, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency;
6.) N.42°15'44"W., 9.28 feet to the POINT OF BEGINNING thence continue N.42°15'44"W., 400.38 feet along said Easterly right-of-way boundary of proposed Cortaro Drive; thence N.47°44'16"E., 209.23 feet; thence S.69°54'45"E., 431.25 feet to a point on a curve; thence Southwesterly, 27.27 feet along the arc of a curve to the left having a radius of 70.00 feet and a central angle of 22°19'16" (chord bearing S.05°01'02"W., 27.10 feet; thence S.47°44'16"W., 389.45 feet to the POINT OF BEGINNING.

Containing 2.88 acres, more or less.

VILLAGES OF CYPRESS CREEK - TRACT 2
(3.10 ACRES)

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No.674; thence along said North right-of-way boundary of State Road No.674 the following four (4) courses; 1.) S.89°17'02"W., 71.96 feet; 2.) S.00°42'58"E., 37.00 feet; 3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence along the Easterly right-of-way boundary of proposed Cortaro Drive the following six (6) courses; 1.) Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; 2.) N.02°06'39"E., 65.00 feet; 3.) N.01°42'12"W., 150.33 feet; 4.) N.02°06'39"E., 250.00 feet to a point of curvature; 5.) Northwesterly, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency; 6.) N.42°15'44"W., 409.67 feet to the POINT OF BEGINNING; thence continuing along said Easterly right-of-way boundary of proposed Cortaro Drive the following four courses: 1) N.42°15'44"W., 77.87 feet to a point of curvature; 2) Northerly, 348.23 feet along the arc of a curve to the right having a radius of 320.00 feet and a central angle of 62°20'59" (chord bearing N.11°05'15"W., 331.30 feet) to a point of tangency; 3) N.20°05'15"E., 147.74 feet to a point of curvature; 4) Northeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.65°05'15"E., 49.50 feet) to a point of tangency, said point being on the Southerly right-of-way boundary of Upper Creek Drive; thence along said right-of-way boundary, S.69°54'45"E., 290.27 feet; thence S.20°05'15"W., 317.00 feet; thence S.69°54'45"E., 12.31 feet; thence S.47°44'16"W., 209.23 feet to the POINT OF BEGINNING.

Containing 3.10 acres, more or less.

DESCRIPTION: A parcel of land lying in the Northeast 1/4 of Section II, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northeast 1/4 of said Section II, run thence N.00°01'41"W., 1007.27 feet along the East boundary of said Northeast 1/4 of Section II; thence S.89°15'27"W., 43.09 feet to the POINT OF BEGINNING; thence continue S.89°15'27"W., 472.57 feet; thence N.69°54'45"W., 443.55 feet; thence N.20°05'15"E., 317.00 feet; thence S.69°54'45"E., 221.18 feet to a point of curvature; thence South-easterly, 375.91 feet along the arc of a curve to the left having a radius of 1034.00 feet and a central angle of 20°49'48" (chord bearing S.80°19'39"E., 373.85 feet) to a point of tangency; thence N.89°15'27"E., 200.00 feet; thence S.00°44'33"E., 307.77 feet to the POINT OF BEGINNING.

Containing 6.21 acres, more or less.

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows;

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way boundary of State Road No. 674; thence S.89°17'02"W., 29.49 feet along said North right-of-way boundary to the POINT OF BEGINNING; thence along said North right-of-way boundary of State Road No. 674 the following four (4) courses; 1.) S.89°17'02"W., 42.47 feet; 2.) S.00°42'58"E., 37.00 feet; 3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to a point of curvature; thence leaving said Northerly right-of-way boundary, Northwestery, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 65.00 feet; thence N.01°42'12"W., 150.33 feet; thence N.02°06'39"E., 250.00 feet to a point of curvature; thence Northwestery, 333.02 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 324.76 feet) to a point of tangency; thence N.42°15'44"W., 9.28 feet; thence N.47°44'16"E., 389.45 feet to a point on a curve; thence Northerly, 27.27 feet along the arc of a curve to the right having a radius of 70.00 feet and a central angle of 22°19'16" (chord bearing N.05°01'02"E., 27.10 feet; thence N.89°15'27"E., 472.57 feet to a point on the centerline of the rechannellization of Cypress Creek; thence S.00°44'33"E., 1090.72 feet along said centerline to the POINT OF BEGINNING.

Containing 16.72 acres, more or less.

VILLAGES OF CYPRESS CREEK COMMERCIAL AREA
(63.63 ACRE PARCEL)

OFF REC: 5730 1640

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence along the East boundary of said East 1/2 of Section 11, S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following two (2) courses: 1.) S.89°17'02"W., 109.52 feet; 2.) N.87°53'21"W., 693.36 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line N.87°53'21"W., 1594.62 feet; thence N.02°06'39"E., 35.00 feet; thence N.87°53'21"W., 90.0 feet; thence N.02°06'39"E., 10.00 feet; thence N.87°53'21"W., 55.00 feet; thence N.66°05'16"W., 10.77 feet; thence N.02°06'39"E., 55.00 feet; thence N.87°53'21"W., 30.00 feet; thence N.02°06'39"E., 149.00 feet to a point of curvature; thence Northwesterly, 376.61 feet along the arc of a curve to the left having a radius of 1050.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 374.59 feet) to a point of reverse curvature; thence Northwesterly, 363.22 feet along the arc of a curve to the right having a radius of 750.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 359.69 feet) to a point of reverse curvature; thence Northwesterly, 438.71 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 29°34'20" (chord bearing N.05°28'39"W., 433.86 feet) to a point of reverse curvature; thence Northeasterly, 51.17 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 83°45'56" (chord bearing N.21°37'09"E., 46.73 feet) to a point of tangency; thence N.63°30'07"E., 233.25 feet to a point of curvature; thence Northeasterly, 1273.27 feet along the arc of a curve to the right having a radius of 1566.00 feet and a central angle of 46°35'08" (chord bearing N.86°47'41"E., 1238.49 feet) to a point of tangency; thence S.69°54'45"E., 14.53 feet to a point of curvature; thence Southeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.24°54'45"E., 49.50 feet) to a point of tangency; thence S.20°05'15"W., 147.74 feet to a point of curvature; thence Southeasterly, 413.52 feet along the arc of a curve to the left having a radius of 380.00 feet and a central angle of 62°20'59" (chord bearing S.11°05'15"E., 393.42 feet) to a point of tangency; thence S.42°15'44"E., 487.54 feet to a point of curvature; thence Southeasterly, 286.55 feet along the arc of a curve to the right having a radius of 370.00 feet and a central angle of 44°22'24" (chord bearing S.20°04'33"E., 279.44 feet) to a point of tangency; thence S.02°06'39"W., 465.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.47°06'39"W., 49.50 feet) to the POINT OF BEGINNING.

Containing 63.63 acres, more or less.

D220:VOCCCA
MSP-DT-86-107
JWK

November 12, 1986

VILLAGES OF CYPRESS CREEK HOTEL SITE
(17.18 ACRE PARCEL)

OFF. REC. 5730 PG 1641

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the Northerly right-of-way line of State Road No. 674; thence along said Northerly right-of-way line, S.89°17'02"W., 109.52 feet; thence continue along said right-of-way line N.87°53'21"W., 2769.97 feet to the POINT OF BEGINNING; thence continuing N.87°53'21"W., 662.48 feet along said Northerly right-of-way line; thence N.21°26'58"E., 1540.10 feet; thence N.67°58'06"E., 117.45 feet to a point on a curve; thence Southeasterly, 534.55 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 41°30'01" (chord bearing S.11°26'29"E., 522.94 feet) to a point of reverse curvature; thence Southerly, 417.47 feet along the arc of a curve to the left having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing S.04°33'56"E., 413.40 feet) to a point of reverse curvature; thence Southeasterly, 336.44 feet along the arc of a curve to the right having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing S.08°09'52"E., 334.64 feet) to a point of tangency; thence S.02°06'39"W., 149.00 feet; thence N.87°53'21"W., 30.00 feet; thence S.02°06'39"W., 55.00 feet; thence S.70°18'35"W., 10.77 feet; thence N.87°53'21"W., 55.00 feet; thence S.02°06'39"W., 10.00 feet; thence N.87°53'21"W., 90.00 feet; thence S.02°06'39"W., 35.00 feet to the POINT OF BEGINNING.

Containing 17.18 acres, more or less.

D220:VOCCHS
MSP-DT-86-107
JWK

November 12, 1986

VILLAGE "H"
VILLAGES OF CYPRESS CREEK

DESCRIPTION: A parcel of land lying in Sections 2 and 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the North boundary of said Section 11, N.89°54'00"W., 3156.29 feet to the POINT OF BEGINNING; thence S.17°29'31"W., 477.18 feet; thence S.42°55'35"W., 127.51 feet; thence S.83°43'15"W., 75.35 feet to a point on a curve said point being on the Easterly right-of-way line of Cypress Creek Boulevard as recorded in Official Records Book 4735, Page 1692, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line Northwesterly, 1585.69 feet along the arc of a curve to the right having a radius of 1805.00 feet and a central angle of 50°20'03" (chord bearing N.18°37'58"W., 1535.19 feet); thence N.84°21'33"E., 747.10 feet; thence S.03°57'49"E., 907.37 feet; thence S.09°02'38"W., 67.08 feet to the POINT OF BEGINNING.

Containing 21.537 acres, more or less.

VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD ENTRANCE FEATURE
(WEST)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses; 1) S.89°17'02"W., 71.96 feet; 2) S.00°42'58"E., 37.00 feet; 3) S.89°17'02"W., 38.00 feet; 4) N.87°53'21"W., 2619.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 150.00 feet; thence leaving said North right-of-way line, N.02°06'39"E., 35.00 feet; thence S.87°53'21"E., 90.00 feet; thence N.02°06'39"E., 10.00 feet; thence S.87°53'21"E., 55.00 feet; thence N.70°18'34"E., 10.77 feet; thence N.02°06'39"E., 55.00 feet; thence S.87°53'21"E., 30.00 feet; thence S.02°06'39"W., 69.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.47°06'39"W., 49.50 feet) to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 0.21 acres, more or less.

D203.1:VCCENTW
RP/rp.

March 05, 1987

VILLAGE "K"
VIL ES OF CYPRESS CREEK

OFF. REC. 5730 1644

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida being more particularly described as follows:

From the Northeast corner of said Section 11, run thence along the East boundary of said Section 11, S.00°01'41"E., 1298.08 feet to a point on the North right-of-way line of Upper Creek Drive as recorded in Official Records Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said North right-of-way line the following two (2) courses: 1) S.89°15'27"W., 247.78 feet to a point of curvature; 2) Westerly, 95.07 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 05°38'19" (chord bearing N.87°55'24"W., 95.03 feet) to the POINT OF BEGINNING; thence continue along said Northerly right-of-way the following four (4) courses: 1) Northwesterly, 256.13 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 15°11'29" (chord bearing N.77°30'30"W., 255.38 feet) to a point of tangency; 2) N.69°54'45"W., 655.98 feet to a point of curvature; 3) Southwesterly, 1185.66 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 41°34'30" (chord bearing S.89°18'00"W., 1159.82 feet) to a point of reverse curvature; 4) Northwesterly, 54.07 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 88°30'48" (chord bearing N.67°13'51"W., 48.85 feet) to a point of tangency being on the Easterly right-of-way line of La Paloma Drive as shown on the plat of LA PALOMA VILLAGE as recorded in Plat Book 65, Page 24, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following three (3) courses: 1) N.22°58'27"W., 165.60 feet to a point of curvature; 2) Northerly, 142.63 feet along the arc of a curve to the right having a radius of 190.00 feet and a central angle of 43°00'39" (chord bearing N.01°28'08"W., 139.30 feet) to a point of reverse curvature; 3) Northeasterly, 77.82 feet along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 12°23'08" (chord bearing N.13°50'38"E., 77.67 feet; thence S.81°25'16"E., 153.36 feet; thence N.50°12'52"E., 162.50 feet; thence N.66°19'47"E., 856.82 feet; thence S.50°23'34"E., 216.59 feet; thence S.85°27'05"E., 119.96 feet; thence S.54°50'28"E., 769.89 feet; thence S.24°32'13"E., 330.61 feet; thence S.01°39'28"E., 185.90 feet to the POINT OF BEGINNING.

Containing 25.984 acres, more or less.

MSP-DT-89-108
D203.2:VOCCVK
MVG/mvg

February 15, 1989

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

from the Northeast corner of said Section 11, run thence along the North boundary of said Section 11, N.89°54'00"W., 3156.29 feet; thence S.17°29'31"W., 233.79 feet to the POINT OF BEGINNING; thence S.66°28'01"E., 278.38 feet; thence S.48°36'57"E., 537.36 feet; thence S.03°19'41"E., 107.19 feet to a point on a curve said point being on the Westerly right-of-way line of La Paloma Drive as shown on the plat of LA PALOMA VILLAGE as recorded in Plat Book 65, Page 24, Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line the following three (3) courses: 1) Southeasterly, 99.32 feet along the arc of a curve to the left having a radius of 260.00 feet and a central angle of 21°53'17" (chord bearing S.12°01'49"E., 98.72 feet) to a point of tangency; 2) S.22°58'27"E., 167.84 feet to a point of curvature; 3) Southwesterly, 52.95 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 86°40'42" (chord bearing S.20°21'55"W., 48.04 feet) to a point of reverse curvature on the Northerly right-of-way line of Upper Creek Drive as recorded in Official Records Book 4775, Page 1694, Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line the following three (3) courses: 1) Southwesterly, 5.77 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 0°12'09" (chord bearing S.63°36'11"W., 5.77 feet) to a point of tangency; 2) S.63°30'07"W., 229.01 feet to a point of curvature; 3) Northwesterly, 53.32 feet along the arc of a curve to right having a radius of 35.00 feet and a central angle of 87°17'13" (chord bearing N.72°51'17"W., 48.31 feet) to a point of reverse curvature being on the Easterly right-of-way line of Cypress Creek Boulevard as recorded in Official Records Book 4735, Page 1692, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following three (3) courses: 1) Northwesterly, 398.65 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 26°52'19" (chord bearing N.42°38'50"W., 395.01 feet) to a point of tangency; 2) N.59°43'47"W., 172.95 feet to a point of curvature; 3) Northwesterly, 386.97 feet along the arc of a curve to the right having a radius of 1805.00 feet and a central angle of 12°17'00" (chord bearing N.49°56'30"W., 386.23 feet); thence N.83°43'15"E., 75.35 feet; thence N.42°55'35"E., 127.51 feet; thence N.17°29'31"E., 243.39 feet to the POINT OF BEGINNING.

Containing 10.177 acres, more or less.

VILLAGES AT CYPRESS CREEK
VENTANA VILLAGE "B"

OFF. 5730 1646
REC.

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 35 and in the Southwest 1/4 of Section 36 in Township 31 South, Range 19 East and in the Northwest 1/4 of Section 1 and in the North 1/2 of Section 2 in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Southwest 1/4 of Section 36, run thence N.00°00'47"W., 552.77 feet along the West boundary of said Southwest 1/4 of Section 36 to the POINT OF BEGINNING; thence EAST, 278.44 feet; thence SOUTH, 1313.21 feet; thence WEST, 133.05 feet; thence N.80°52'48"W., 203.45 feet; thence N.52°42'05"W., 93.46 feet; thence N.30°43'16"W., 207.49 feet; thence S.59°16'44"W., 132.21 feet; thence S.82°46'45"W., 93.39 feet; thence N.82°04'00"W., 55.87 feet; thence N.66°54'46"W., 55.87 feet; thence N.51°45'32"W., 55.87 feet; thence N.36°36'17"W., 115.50 feet; thence S.69°08'56"W., 29.10 feet; thence S.71°02'47"W., 152.30 feet; thence S.74°33'59"W., 140.85 feet; thence S.77°48'43"W., 135.13 feet; thence S.81°03'26"W., 135.13 feet; thence S.84°18'09"W., 135.13 feet; thence S.87°32'52"W., 113.08 feet; thence S.89°44'04"W., 162.94 feet; thence S.79°07'47"W., 58.65 feet; thence S.58°00'00"W., 455.00 feet; thence N.32°00'00"W., 160.00 feet to a point on a curve; thence Northwesterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.77°00'00"W., 35.36 feet) to a point of tangency; thence N.32°00'00"W., 150.00 feet to a point of curvature; thence Northeasterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.13°00'00"E., 35.36 feet); thence N.32°00'00"W., 50.00 feet to a point on a curve; thence Northwesterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.77°00'00"W., 35.36 feet) to a point of tangency; thence N.32°00'00"W., 110.00 feet to a point of curvature; thence Northwesterly 55.39 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 31°44'04" (chord bearing N.16°07'58"W., 54.68 feet) to a point of tangency; thence N.00°15'56"W., 269.94 feet to a point on the Southerly right-of-way line of 19th Avenue Northwest Extension; thence along said Southerly right-of-way line, the following six(6) courses: 1) N.89°44'04"E., 884.92 feet to a point of curvature; 2) Northeasterly, 557.55 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 17°09'16" (chord bearing N.81°09'26"E., 555.47 feet; 3) S.17°25'12"E., 10.00 feet to a point on a curve; 4) Northeasterly, 92.98 feet along the arc of a curve to the left having a radius of 1872.21 feet and a central angle of 02°50'44" (chord bearing N.71°09'26"E., 92.97 feet; 5) N.20°15'56"W., 10.00 feet to a point on a curve; 6) Northeasterly, 894.29 feet along the arc of a curve to the left having a radius of 1862.21 feet and a central angle of 27°30'55" (chord bearing N.55°58'36"E., 885.72 feet; thence EAST, 159.08 feet to the POINT OF BEGINNING.

Containing 45.62 Acres, more or less.

SP-DT-87-132
D293:VENVIL
DLP/tlp

JULY 29, 1987

VILLAGES AT CYPRESS CREEK
VENTANA VILLAGE. "A"

OFF. 5730 1647
REC.

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Section 2, run thence S.89°42'57"W., 2703.02 feet along the North boundary of said Section 2, thence S.00°17'03"E., 50.00 feet to a point on the Southerly right-of-way line of 19th Avenue Northwest Extension, said point also being the POINT OF BEGINNING; thence S.00°15'56"E., 269.94 feet to a point of curvature; thence Southeasterly, 55.39 feet along the arc of a curve to the left, having a radius of 100.00 feet and a central angle of 31°44'04" (chord bearing S.16°07'58"E., 54.68 feet) to a point of tangency; thence S.32°00'00"E., 110.00 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°00'00"E., 35.36 feet) thence S.32°00'00"E., 50.00 feet to a point on a curve; thence Southeasterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.13°00'00"W., 35.36 feet) to a point of tangency; thence S.32°00'00"E., 150.00 feet to a point of curvature; thence Southeasterly 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°00'00"E., 35.36 feet); thence S.32°00'00"E., 160.00 feet; thence S.58°00'00"W., 100.21 feet; thence S.03°05'45"W., 226.46 feet; thence S.34°17'52"W., 201.04 feet; thence S.65°30'00"W., 261.42 feet; thence S.77°00'00"W., 379.58 feet; thence S.32°00'00"W., 719.92 feet; thence S.45°00'00"W., 191.85 feet; thence S.83°29'41"W., 292.80 feet; thence S.06°30'19"E., 568.37 feet; thence S.74°27'00"W., 259.30 feet; thence N.15°33'00"W., 277.10 feet to a point of curvature; thence Northeasterly, 612.55 feet along the arc of a curve to the right, having a radius of 1205.00 feet and a central angle of 29°07'33" (chord bearing N.00°59'14"W., 605.98 feet) to a point on the Southerly boundary of Cypress Village Boulevard as recorded in Official Record Book 5068, Page 1253, of the Public Records of Hillsborough County, Florida; said point also being a point on the Southerly boundary of Ventana Drive as recorded in Official Record Book 5068, Page 1253, of the Public Records of Hillsborough County, Florida; thence along said boundary of Ventana Drive and the boundary of La Paloma Place as recorded in Official Record Book 5068, Page 1253, of the Public Records of Hillsborough County, Florida, the following thirteen (13) courses; 1) Northeasterly, 40.33 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°25'43" (chord bearing N.59°47'24"E., 36.10 feet) to a point of tangency; 2) S.73°59'45"E., 85.08 feet to a point of curvature; 3) Southeasterly, 38.13 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 87°22'58" (chord bearing S.30°18'16"E., 34.54 feet) to a point of reverse curvature; 4) Southerly, 416.24 feet along the arc of a curve to the left having a radius of 1070.00 feet and a central angle of 22°17'19" (chord bearing S.02°14'34"W., 413.62 feet) to a point of reverse curvature; 5)

Southwesterly, 20.38 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of $46^{\circ}42'36''$ (chord bearing $S.14^{\circ}27'12''W.$, 19.82 feet) to a point of reverse curvature; 6) Northeasterly, 241.15 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of $276^{\circ}20'34''$ (chord bearing $N.79^{\circ}38'13''E.$, 66.69 feet) to a point of reverse curvature; 7) Northwesterly, 21.72 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of $49^{\circ}46'47''$ (chord bearing $N.33^{\circ}38'40''W.$, 21.04 feet) to a point of compound curvature; 8) Northerly, 389.49 feet along the arc of a curve to the right having a radius of 1020.00 feet and a central angle $21^{\circ}52'43''$ (chord bearing $N.02^{\circ}11'05''E.$, 387.13 feet) to a point of compound curvature; 9) Northeasterly, 40.53 feet along the arc of a curve to the right having radius of 25.00 feet and a central angle of $92^{\circ}52'49''$ (chord bearing $N.59^{\circ}33'51''E.$, 36.23 feet) to a point of tangency; 10) $S.73^{\circ}59'45''E.$, 13.33 feet; 11) $N.16^{\circ}00'15''E.$, 50.00 feet; 12) $N.73^{\circ}59'45''W.$, 198.52 feet to a point of curvature; 13) Northwesterly, 40.33 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of $92^{\circ}25'43''$ (chord bearing $N.27^{\circ}46'53''W.$, 36.10 feet) to a point on the Easterly boundary of the aforesaid Cypress Village Boulevard, said point also being a point on a curve; thence along said Easterly boundary the following five (5) courses; 1) Northeasterly, 656.89 feet along the arc of a curve to the right having a radius of 1205.00 feet and a central angle of $31^{\circ}14'02''$ (chord bearing $N.34^{\circ}02'59''E.$, 648.78 feet) to a point of tangency; 2) $N.49^{\circ}39'36''E.$, 459.65 feet to a point of curvature; 3) Northeasterly, 910.82 feet along the arc of a curve to the left, having a radius of 1045.00 feet and a central angle of $49^{\circ}56'20''$ (chord bearing $N.24^{\circ}42'14''E.$, 882.26 feet) to a point of tangency; 4) $N.00^{\circ}15'56''W.$, 179.34 feet to a point of curvature; 5) Northeasterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $N.44^{\circ}44'04''E.$, 49.50 feet) to a point on the aforesaid Southerly right-of-way line of 19th Avenue Northwest Extension; thence along said Southerly right-of-way line the following five (5) courses; 1) $N.89^{\circ}44'04''E.$, 90.50 feet; 2) $S.00^{\circ}15'56''E.$, 10.00 feet; 3) $N.89^{\circ}44'04''E.$, 255.00 feet; 4) $N.00^{\circ}15'56''W.$, 10.00 feet; 5) $N.89^{\circ}44'04''E.$, 80.00 feet to the POINT OF BEGINNING.

Containing 42.21 acres, more or less.

D203.1:VOCCVA
RP
PJM

March 13, 1987
Rev. March 20, 1987

VILLAGE AT CYPRESS CREEK
"LA PALOMA VILLAGE"

OFF. 5730 1649
REC.

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 2, and in the North 1/2 of Section 11, all in Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said South 1/2 of Section 2, run thence S.89°54'00"E., 2536.16 feet along the South boundary of said South 1/2 of Section 2 to the POINT OF BEGINNING; thence N.00°31'00"W., 478.81 feet; thence N.29°17'45"E., 112.53 feet; thence N.44°45'50"E., 209.02 feet; thence N.31°41'07"W., 267.26 feet; thence N.07°01'18"W., 84.30 feet; thence N.14°46'47"E., 78.90 feet; thence N.36°32'50"E., 78.83 feet; thence N.58°18'53"E., 231.83 feet; thence N.64°33'17"E., 35.57 feet; thence N.85°55'50"E., 82.31 feet; thence S.71°50'33"E., 76.56 feet; thence S.51°45'50"E., 72.58 feet; thence S.31°41'07"E., 267.78 feet; thence EAST, 1013.81 feet; thence N.73°26'44"E., 440.21 feet; thence S.76°43'59"E., 80.00 feet; thence S.48°39'38"E., 80.00 feet; thence S.20°35'17"E., 80.00 feet; thence S.07°29'04"W., 80.00 feet; thence S.35°33'25"W., 80.00 feet; thence S.63°37'46"W., 40.00 feet; thence S.82°12'40"W., 178.06 feet; thence S.64°03'35"W., 93.56 feet; thence SOUTH, 410.00 feet; thence S.21°32'07"E., 71.77 feet; thence S.40°53'56"E., 320.00 feet; thence S.49°06'04"W., 117.22 feet to a point on a curve; thence Southeasterly, 9.56 feet along the arc of a curve to the right having a radius of 125.00 feet and a central angle of 04°22'47" (chord bearing S.19°08'46"E., 9.55 feet) to a point of compound curvature; thence Southwesterly, 117.32 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 134°26'26" (chord bearing S.50°15'51"W., 92.20 feet); thence S.49°06'04"W., 113.52 feet; thence N.40°53'56"W., 80.00 feet; thence N.16°24'06"W., 87.91 feet; thence N.40°53'56"W., 160.00 feet; thence N.89°13'53"W., 99.03 feet; thence S.25°50'06"W., 49.59 feet; thence S.41°38'07"W., 61.59 feet; thence S.56°34'00"W., 101.37 feet; thence WEST, 381.22 feet; thence S.88°54'34"W., 75.70 feet; thence S.67°51'05"W., 69.84 feet; thence S.58°18'53"W., 509.19 feet; thence WEST, 123.48 feet to a point on a curve; thence Southerly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing S.09°05'51"E., 31.62 feet) to a point of reverse curvature; thence continue Southerly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 18°11'42" (chord bearing S.09°05'51"E., 31.62 feet) to a point of tangency; thence SOUTH, 55.00 feet to a point of curvature; thence Southerly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing S.06°25'09"W., 22.36 feet) to a point of reverse curvature; thence continue Southerly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 12°50'19" (chord bearing S.06°25'09"W., 22.36 feet) to a point of tangency; thence SOUTH, 102.74 feet to a point of curvature; thence Southwesterly, 125.89 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 20°02'12" (chord bearing S.10°01'06"W., 125.25 feet) to a point of reverse curvature; thence

Southerly, 142.63 feet along the arc of a curve to the left having a radius of 190.00 feet and a central angle of $43^{\circ}00'39''$ (chord bearing $S.01^{\circ}28'08''E.$, 139.30 feet) to a point of tangency; thence $S.22^{\circ}58'27''E.$, 165.60 feet to a point of curvature; thence Southeasterly, 54.07 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of $88^{\circ}30'48''$ (chord bearing $S.67^{\circ}13'51''E.$, 48.85 feet) to a point on the proposed Northerly right-of-way line of Upper Creek Drive, said point also being a point on a curve; thence along said proposed Northerly right-of-way line, Southwesterly, 137.12 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of $04^{\circ}48'29''$ (chord bearing $S.66^{\circ}06'31''W.$, 137.08 feet) to a point on a curve; thence leaving said proposed Northerly right-of-way line, Northeasterly, 52.95 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of $86^{\circ}40'43''$ (chord bearing $N.20^{\circ}21'54''E.$, 48.04 feet) to a point of tangency; thence $N.22^{\circ}58'27''W.$, 167.84 feet to a point of curvature; thence Northerly, 195.18 feet along the arc of a curve to the right having a radius of 260.00 feet and a central angle of $43^{\circ}00'39''$ (chord bearing $N.01^{\circ}28'08''W.$, 190.63 feet) to a point of reverse curvature; thence Northeasterly, 101.41 feet along the arc of a curve to the left having a radius of 290.00 feet and a central angle of $20^{\circ}02'12''$ (chord bearing $N.10^{\circ}01'06''E.$, 100.90 feet) to a point of tangency; thence NORTH, 102.74 feet to a point of curvature; thence Northerly, 22.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $12^{\circ}50'19''$ (chord bearing $N.06^{\circ}25'09''W.$, 22.36 feet) to a point of reverse curvature; thence continue Northerly, 22.41 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of $12^{\circ}50'19''$ (chord bearing $N.06^{\circ}25'09''W.$, 22.36 feet) to a point of tangency; thence NORTH, 55.00 feet to a point of curvature; thence Northerly, 31.76 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of $18^{\circ}11'42''$ (chord bearing $N.09^{\circ}05'51''E.$, 31.62 feet) to a point of reverse curvature; thence continue Northerly, 31.76 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of $18^{\circ}11'42''$ (chord bearing $N.09^{\circ}05'51''E.$, 31.62 feet); thence WEST, 72.76 feet; thence $N.77^{\circ}05'40''W.$, 109.74 feet; thence $N.47^{\circ}13'50''W.$, 74.11 feet; thence $N.40^{\circ}52'28''W.$, 162.42 feet; thence $N.18^{\circ}29'08''W.$, 98.09 feet; thence $N.00^{\circ}31'00''W.$, 47.26 feet to the POINT OF BEGINNING.

OFF. 5730 PG 1650
REC.

Containing 58.68 acres, more or less.

D293:PALOMA
MSP-DT-87-129
RP/rp
JWK/jwk

August 06, 1987

Revised March 10, 1988

VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD ENTRANCE FEATURE
(EAST)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows;

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses; 1) S.89°17'02"W., 71.96 feet; 2) S.00°42'58"E., 37.00 feet; 3) S.89°17'02"W., 38.00 feet; 4) N.87°53'21"W., 2287.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 150.00 feet to a point of curvature; thence leaving said North right-of-way line, Northwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 69.00 feet; thence S.87°53'21"E., 30.00 feet; thence S.02°06'39"W., 55.00 feet; thence S.66°05'16"E., 10.77 feet; thence S.87°53'21"E., 55.00 feet; thence S.02°06'39"W., 10.00 feet; thence S.87°53'21"E., 90.00 feet; thence S.02°06'39"W., 35.00 feet to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 0.21 acres, more or less.

D203.1:VCCENTE
RP/rp

March 05, 1987

VILLAGES AT CYPRESS CREEK
UPPER CREEK DRIVE

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence along the East boundary of said Northeast 1/4 of Section 11 N.00°01'41"W., 1315.06 feet; thence S.89°15'27"W., 30.22 feet to the POINT OF BEGINNING; thence S.89°15'27"W., 216.71 feet to a point of curvature; thence Northwesterly, 375.91 feet along the arc of a curve to the right having a radius of 1034.00 feet and a central angle of 20°49'48" (chord bearing N.80°19'39"W., 373.85 feet) to a point of tangency; thence N.69°54'45"W., 655.98 feet to a point of curvature; thence Southwesterly, 1273.27 feet along the arc of a curve to the left having a radius of 1566.00 feet and a central angle of 46°35'08" (chord bearing S.86°47'41"W., 1238.49 feet) to a point of tangency; thence S.63°30'07"W., 233.25 feet; thence N.22°55'43"W., 68.13 feet; thence N.63°30'07"E., 229.01 feet to a point of curvature; thence Northeasterly, 1328.56 feet along the arc of a curve to the right having a radius of 1634.00 feet and a central angle of 46°35'08" (chord bearing N.86°47'41"E., 1292.26 feet) to a point of tangency; thence S.69°54'45"E., 655.98 feet to a point of curvature; thence Southeasterly, 351.19 feet along the arc of a curve to the left having a radius of 966.00 feet and a central angle of 20°49'48" (chord bearing S.80°19'39"E., 349.26 feet) to a point of tangency; thence N.89°15'27"E., 217.88 feet; thence S.00°14'36"W., 68.01 feet to the POINT OF BEGINNING.

Containing 4.32 acres, more or less.

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses: 1.) S.89°17'02"W., 71.96 feet; 2.) S.00°42'58"E., 37.00 feet; 3.) S.89°17'02"W., 38.00 feet; 4.) N.87°53'21"W., 553.36 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 140.00 feet; thence Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.47°06'39"E., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 465.00 feet to a point of curvature; thence Northwesterly, 286.55 feet along the arc of a curve to the left having a radius of 370.00 feet and a central angle of 44°22'24" (chord bearing N.20°04'33"W., 279.44 feet) to a point of tangency; thence N.42°15'44"W., 487.54 feet to a point of curvature; thence Northwesterly, 413.52 feet along the arc of a curve to the right having a radius of 380.00 feet and a central angle of 62°20'59" (chord bearing N.11°05'15"W., 393.42 feet) to a point of tangency; thence N.20°05'15"E., 147.74 feet to a point of curvature; thence Northwesterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.24°54'45"W., 49.50 feet); thence S.69°54'45"E., 130.00 feet to a point on a curve; thence Southwesterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.65°05'15"W., 49.50 feet) to a point of tangency; thence S.20°05'15"W., 147.74 feet to a point of curvature; thence Southeasterly, 348.23 feet along the arc of a curve to the left having a radius of 320.00 feet and a central angle of 62°20'59" (chord bearing S.11°05'15"E., 331.30 feet) to a point of tangency; thence S.42°15'44"E., 487.54 feet to a point of curvature; thence Southeasterly, 333.02 feet along the arc of a curve to the right having a radius of 430.00 feet and a central angle of 44°22'24" (chord bearing S.20°04'33"E., 324.76 feet) to a point of tangency; thence S.02°06'39"W., 250.00 feet; thence S.01°42'12"E., 150.33 feet; thence S.02°06'39"W., 65.00 feet to a point of curvature; thence Southeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.42°53'21"E., 49.50 feet) to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 2.63 acres, more or less.

VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD

DESCRIPTION: A parcel of land lying in Section 11, and in the West 1/2 of Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S.89°17'02"W., 109.53 feet; 2) N.87°53'21"W., 2437.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 182.00 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.47°06'39"E., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 413.40 feet) to a point of reverse curvature; thence Northwesterly, 842.28 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 65°23'31" (chord bearing N.23°23'14"W., 797.31 feet); thence N.52°26'12"W., 172.95 feet to a point on a curve; thence Northwesterly, 2379.95 feet along the arc of a curve to the right having a radius of 1895.00 feet and a central angle of 71°57'30" (chord bearing N.20°06'15"W., 2226.59 feet) to a point of tangency; thence N.15°52'30"E., 455.03 feet to a point of curvature; thence Northerly, 441.52 feet along the arc of a curve to the left having a radius of 805.00 feet and a central angle of 31°25'30" (chord bearing N.00°09'45"E., 436.00 feet) to a point of tangency; thence N.15°33'00"W., 474.80 feet to a point of curvature; thence Northeasterly, 1474.03 feet along the arc of a curve to the right having a radius of 1295.00 feet and a central angle of 65°13'00" (chord bearing N.17°03'30"E., 1395.73 feet) to a point of tangency; thence N.49°39'36"E., 459.66 feet to a point of curvature; thence Northeasterly, 832.38 feet along the arc of a curve to the left having a radius of 955.00 feet and a central angle of 49°56'20" (chord bearing N.24°42'14"E., 806.28 feet) to a point of tangency; thence N.00°15'56"W., 179.34 feet to a point of curvature; thence Northwesterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.45°15'56"W., 49.50 feet) to a point on the South right-of-way line of 19th Avenue Northwest; thence along said South right-of-way line of 19th Avenue Northwest, N.89°44'04"E., 160.00 feet to a point on a curve, thence leaving said South right-of-way line, Southwesterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.44°44'04"W., 49.50 feet) to a point of tangency; thence S.00°15'56"E., 179.34 feet to a point of curvature; thence

-Continued-

Southwesterly, 910.82 feet along the arc of a curve to the right having a radius of 1045.00 feet and a central angle of $49^{\circ}56'20''$ (chord bearing $S.24^{\circ}42'14''W.$, 882.26 feet) to a point of tangency; thence $S.49^{\circ}39'36''W.$, 459.65 feet to a point of curvature; thence Southwesterly, 1371.59 feet along the arc of a curve to the left having a radius of 1205.00 feet and a central angle of $65^{\circ}13'00''$ (chord bearing $S.17^{\circ}03'30''W.$, 1298.73 feet) to a point of tangency; thence $S.15^{\circ}33'00''E.$, 474.80 feet to a point of curvature; thence Southerly, 490.88 feet along the arc of a curve to the right having a radius of 895.00 feet and a central angle of $31^{\circ}25'30''$ (chord bearing $S.00^{\circ}09'45''W.$, 484.75 feet) to a point of tangency; thence $S.15^{\circ}52'30''W.$, 455.03 feet to a point of curvature; thence Southeasterly, 2266.92 feet along the arc of a curve to the left having a radius of 1805.00 and a central angle of $71^{\circ}57'30''$ (chord bearing $S.20^{\circ}06'15''E.$, 2120.84 feet); thence $S.59^{\circ}43'47''E.$, 172.95 feet to a point on a curve; thence Southeasterly, 398.65 feet along the arc of a curve to the right having a radius of 850.00 feet and a central angle of $26^{\circ}52'19''$ (chord bearing $S.42^{\circ}38'50''E.$, 395.01 feet) to a point of reverse curvature; thence Southeasterly, 53.32 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of $87^{\circ}17'13''$ (chord bearing $S.72^{\circ}51'17''E.$, 48.31 feet); thence $S.22^{\circ}55'43''E.$, 68.13 feet to a point on a curve; thence Southwesterly 51.17 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of $83^{\circ}45'56''$ (chord bearing $S.21^{\circ}37'09''W.$, 46.73 feet) to a point of reverse curvature; thence Southerly, 438.71 feet along the arc of a curve to the right having a radius of 850.00 feet and a central angle of $29^{\circ}34'20''$ (chord bearing $S.05^{\circ}28'39''E.$, 433.86 feet) to a point of reverse curvature; thence continue Southerly, 363.22 feet along the arc of a curve to the left having a radius of 750.00 feet and a central angle of $27^{\circ}44'54''$ (chord bearing $S.04^{\circ}33'56''E.$, 359.69 feet) to a point of reverse curvature; thence continue Southerly, 376.61 feet along the arc of a curve to the right having a radius of 1050.00 and a central angle of $20^{\circ}33'02''$ (chord bearing $S.08^{\circ}09'52''E.$, 374.59 feet) to a point of tangency; thence $S.02^{\circ}06'39''W.$, 218.00 feet to a point of curvature; thence Southeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ (chord bearing $S.42^{\circ}53'21''E.$, 49.50 feet) to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

VILLAGES AT CYPRESS CREEK
CYPRESS VILLAGE BOULEVARD ENTRANCE FEATURE
(WEST)

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 83.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses; 1) S.89°17'02"W., 71.96 feet; 2) S.00°42'58"E., 37.00 feet; 3) S.89°17'02"W., 38.00 feet; 4) N.87°53'21"W., 2619.97 feet to the POINT OF BEGINNING; thence continue along said North right-of-way line, N.87°53'21"W., 150.00 feet; thence leaving said North right-of-way line, N.02°06'39"E., 35.00 feet; thence S.87°53'21"E., 90.00 feet; thence N.02°06'39"E., 10.00 feet; thence S.87°53'21"E., 55.00 feet; thence N.70°18'34"E., 10.77 feet; thence N.02°06'39"E., 55.00 feet; thence S.87°53'21"E., 30.00 feet; thence S.02°06'39"W., 69.00 feet to a point of curvature; thence Southwesterly, 54.98 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.47°06'39"W., 49.50 feet) to a point on the aforesaid North right-of-way line of State Road No. 674, said point also being the POINT OF BEGINNING.

Containing 0.21 acres, more or less.

D203.1:VCCENTW
RP/rp

March 05, 1987

VILLAGES AT CYPRESS CREEK
PUMPING STATION #1

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet along the East boundary of said Northeast 1/4 of Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S.89°17'02"W., 109.53 feet; 2) N.87°53'21"W., 2619.97 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.47°06'39"E., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 413.40 feet) to a point of reverse curvature; thence Northerly, 333.96 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 25°55'40" (chord bearing N.03°39'19"W., 331.12 feet); to the POINT OF BEGINNING; thence S.73°22'51"W., 40.00 feet; thence N.17°51'00"W., 29.99 feet; thence N.70°55'09"E., 40.00 feet to a point on a curve; thence Southeasterly, 31.71 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 02°27'42" (chord bearing S.17°51'00"F., 31.71 feet) to the POINT OF BEGINNING.

VILLAGES AT CYPRESS CREEK
PUMPING STATION #2

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of Section 11, run thence S.00°01'41"E., 120.55 feet along the East boundary of the Southeast 1/4 of said Section 11 to a point on the Northerly right-of-way line of State Road No. 674; thence along Northerly right-of-way line of said State Road No. 674 the following two (2) courses; 1.) S.89°17'02"W., 109.53 feet; 2.) N.87°53'21"W., 2437.97 feet to a point of curvature, thence leaving said Northerly right-of-way line of State Road 674, Northwesterly, 54.98 feet along the arc of a curve to the right, having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.42°53'21"W., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 218.00 feet to a point of curvature; thence Northerly, 376.67 feet along the arc of a curve to the left, having a radius of 1050.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 374.59 feet) to a point of reverse curvature; thence Northerly, 363.22 feet along the arc of a curve to the right, having a radius of 750.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 359.69 feet) to a point of reverse curvature; thence Northerly 438.71 feet along the arc of a curve to the left, having a radius of 850.00 feet and a central angle of 29°34'20" (chord bearing N.05°28'39"W., 433.86 feet) to a point of reverse curvature; thence Northeasterly, 51.17 feet along the arc of a curve to the right, having a radius of 35.00 feet and a central angle of 83°45'56" (chord bearing N.21°37'09"E., 46.73 feet); thence N.22°55'43"W., 68.13 feet to a point on a curve; thence Northwesterly, 53.32 feet along the arc of a curve to the right, having a radius of 35.00 feet and a central angle of 87°17'13" (chord bearing N.72°51'17"W., 48.31 feet) to a point of reverse curvature; thence Northwesterly, 398.65 feet along the arc of a curve to the left, having a radius of 850.00 feet and a central angle of 26°52'19" (chord bearing N.42°38'50"W., 395.01 feet); thence N.59°43'47"W., 172.95 feet to a point on a curve; thence Northwesterly, 2266.92 feet along the arc of a curve to the right, having a radius of 1805.00 feet and a central angle of 71°57'30" (chord bearing N.20°06'15"W., 2120.84 feet) to a point of tangency; thence N.15°52'30"E., 455.03 feet to a point of curvature; thence Northerly, 396.77 feet along the arc of a curve to the left, having a radius of 895.00 feet and a central angle of 28°22'42" (chord bearing N.01°41'09"E., 438.77 feet) to the POINT OF BEGINNING; thence continue along said curve Northwesterly, 32.00 feet along the arc of a curve to the left, having a radius of 895.00 feet and a central angle of 02°02'55" (chord bearing N.13°31'40"W., 32.00 feet); thence N.76°28'20"E., 41.00 feet; thence S.13°31'40"E., 32.00 feet; thence S.76°28'20"W., 41.00 feet to the POINT OF BEGINNING.

GTE SITE

FILE
REC: 5730 1659

Commencing at the Southwest corner of Section 36, Township 31 South, Range 19 East, Hillsborough County, Florida, thence North $0^{\circ}0'47''$ West along the West boundary of Section 36 a distance of 734.39 feet to a point on the Southerly right-of-way line of 19th Ave. NW extension, thence along a curve to the left having a radius of 1,082.21 feet, arc 29.46 feet chord 29.46 feet and a chord bearing of North $34^{\circ}18'42''$ East to the point of tangency, thence North $33^{\circ}24'19''$ East a distance of 202.99 feet to the point of beginning, thence leaving said Southerly right-of-way line South $62^{\circ}25'08''$ East a distance of 50.13 feet thence North $62^{\circ}13'06''$ East a distance of 55.28 feet thence North $87^{\circ}01'58''$ East a distance of 83.16 feet thence North $48^{\circ}48'05''$ East a distance of 33.74 feet thence North $22^{\circ}15'46''$ West a distance of 34.58 feet thence North $77^{\circ}24'55''$ West a distance of 96.26 feet thence South $07^{\circ}25'52''$ West a distance of 41.89 feet to a point on the Southerly right-of-way line of 19th Ave. NW extension, thence South $33^{\circ}24'19''$ West along said Southerly right-of-way line a distance of 96.03 feet to the point of beginning.

RECORD VERIFIED

Richard L. Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Teresa A. Streetman, D.C.

OFF. REC. 5757 PG 1945

Prepared by: Thomas E. Cone, Jr. ✓
Blain & Cone, P.A.
202 Madison Street
Tampa, Florida 33602
(813) 223-3888

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

NOTICE OF AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES AT CYPRESS CREEK

NOTICE is hereby given to all whom it may concern that:

1. The undersigned Directors constitute the entire Board of Directors of The Villages At Cypress Creek Master Property Owners Association, Inc., a Florida corporation Not for Profit.
2. Pursuant to the written consent of the Delegates entitled to exercise Class A voting rights and Class B voting rights at meetings duly called for that purpose, Delegates representing not less than two-thirds of each Class of voting rights, have approved the adoption of an amendment modifying the legal description of the lands subject to the Declaration of Covenants, Conditions, and Restrictions for The Villages At Cypress Creek, dated March 31, 1987 and recorded April 3, 1987 in O.R. Book 5084, Page 005, Public Records of Hillsborough County, Florida.
3. A copy of the Amendment, as approved by the Delegates, was recorded on July 6, 1989 in O.R. Book 5730 at page 1630 of the Public Records of Hillsborough County, Florida.
4. This Notice of Amendment is certified to be true and correct under penalties of perjury.

DATED at Tampa, Hillsborough County, Florida this 4th
day of August, 1989.

WITNESSES:

As to Marcus S. Palkowitsh

M. S. Palkowitsh
P. J. [unclear]

M. S. Palkowitsh
MARCUS S. PALKOWITSH
Director

As to Diedre M. Koik

M. S. Palkowitsh
P. J. [unclear]

Diedre M. Koik
DIEDRE M. KOIK
Director

As to Ronald G. Lewis

M. S. Palkowitsh
P. J. [unclear]

Ronald G. Lewis
RONALD G. LEWIS
Director

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

OFF. REC. 5757 PG 1946

The foregoing instrument was acknowledged before me this 4th
day of Aug, 1989, by MARCUS S. PALKOWITSH,
DIEDRE M. KOLK, and RONALD G. LEWIS.



Louise M. Andrews
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 16, 1990
BONDED THRU GENERAL INS. UNO.

CONSENT

MSP INVESTMENT CO., a Colorado General Partnership, hereby
consents to the Amendment of the Declaration of Covenants,
Conditions, and Restrictions for The Villages At Cypress Creek,
dated March 31, 1987 and recorded April 3, 1987 in O.R. Book 5084
at Page 005 of the Public Records of Hillsborough County,
Florida.

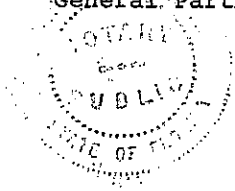
DATED this 4th day of August, 1989.

MSP INVESTMENT CO.
A Colorado General Partnership

By: M. S. Palkowitsh
MARCUS S. PALKOWITSH
as General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 4th
day of August, 1989, by MARCUS S. PALKOWITSH, as
General Partner on behalf of MSP Investment Co., a Colorado
General Partnership.



Louise M. Andrews
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 16, 1990
BONDED THRU GENERAL INS. UNO.

b:w19amen.not