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PROSPECTUS
FOR
BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS
(A Residential Condominium)

Offered by

GOLF VIEW, LTD.
Developer

1. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS PROSPECTUS AND ITS EXHIBITS.

2. Description of Condominium (Brief)

a Name

Bavarian Village, Phase I,
Condominium Apartments

Location

14401 North 42nd Street
Tampa, Hillsborough County, Florida

b Maximum Number of Units that will use Facilities in Common with the Subject Condominium

A maximum of 90 other units will use the Common Community Facilities in common with the Subject Condominium.

3. Developer's Plan

Developer's Plan includes a program of selling all 36 units in the condominium and the conveying of fee simple title thereto to the respective purchasers.

Developer's Plan does not include a program of leasing units, however, unit owners (including Developer) may lease units subject to the rules and regulations pertaining to leasing contained in Article XI of the Declaration.

4. Description of Condominium (Additional)

a Schedule of said buildings showing the number of units in the buildings and the number of bedrooms and bathrooms in each unit is as shown on Exhibit "A" attached hereto. The condominium consists of two (2) buildings which contain 36 units.

b Total Number of Units

36

c Survey or Site Plan

A copy of the survey and site plan of the condominium showing the location of the residential buildings is attached to the Declaration of Condominium as Exhibit "C" and consists of seventeen (17) sheets. Said Declaration of Condominium is attached as Exhibit "H" to this Prospectus.

d Estimated Latest Date of Completion

The condominium buildings consisting of 36 units, together with appurtenants thereto, including parking areas, walkways and landscaping have been completed as of date hereof.

5. Description of Common Community Facilities

The Common Community Facilities are described in the next succeeding paragraph and are not only for the use of the unit owners of the subject condominium, but also by others as explained hereinafter.

6. DESCRIPTION OF THE COMMON COMMUNITY FACILITIES AND OTHER FACILITIES THAT WILL BE USED IN COMMON WITH OTHER CONDOMINIUMS.

- a The Common Community Facilities that will be used in common with other condominiums are shown on Sheet 3 of Exhibit "C" to the Declaration of Condominium and are further shown on Exhibit "B" to this Prospectus. The facilities consist of a recreation building, pool and patio. See Article II, paragraph F, on page 2 of the Declaration of Condominium. The other condominiums which will use the Common Community Facilities in common with Bavarian Village, Phase I, Condominium Apartments will consist of Bavarian Village, Phase II, Condominium Apartments which will contain 38 units, and Bavarian Village, Phase III, Condominium Apartments which will contain 52 units. The said three condominiums will contain a total of 126 units and are jointly referred to herein and in the Declaration of Condominium as Bavarian Village Condominiums. See XVII, page 22 of the Declaration.
- b No additional facilities are committed to be built.
- c The Common Community Facilities are completed and available for use.
- d Description of the recreation building, its intended purpose, location minimum floor area and approximate capacity, description of the swimming pool showing its location, approximate size and depth, deck size and capacity, is as shown and contained on Exhibit "B" hereof.
- e There are no contingencies, the happening of which shall give rise to any additional commitment to build additional facilities.

- f A general description of the items of personal property and the approximate number of each item of personal property that the Developer is committing to furnish for each room or other facility is listed in Exhibit "C" attached to this Prospectus.

7. The condominium is part of a phase project subject to the provisions of Section 711.64 of the Condominium Act and accordingly, there is attached as Exhibit "E" to this Prospectus the Developer's Commitment which is required under said Section 711.64.

8. The subject condominium and its improvements are not being created by conversion of an existing building or buildings.

9. Control of the Association and Condominium Properties

Transfer of Association control from the Developer to the unit owners shall be as provided in Section 711.66 of the Condominium Act. Also see Article V, Section 2 on page 40 of the By-Laws of the Association (Exhibit "E" to the Declaration of Condominium).

10. Summary of Restrictions

The restrictions generally provide that units may be only used for single family residence or dwelling; that unit owners keep and maintain the interior of their respective units; that no signs may be posted or affixed to the common or limited common elements; that one dog or cat pet, together with birds and fish, may be kept provided that any dog, when fully matured, will not normally weigh in excess of 20 pounds; and further containing restrictions pertaining to noise, maintenance and care of the common areas; and providing for parking of travel trailers, boat trailers, commercial vehicles, trucks, and vehicles of like nature in assigned parking spaces for daily use of each apartment owner.

11. There is no land offered by the Developer for use by the unit owners that is not owned by them or the Association to be controlled by unit owners and other persons having the use right to such land. The Common Community Facilities, after completion of Bavarian Village Condominiums, will be owned by Bavarian Village Condominium Association, Inc. for the use and benefit of Bavarian Village, Phases I, II and III, as to an undivided 36/126th interest, an undivided 38/126th interest, and an undivided 52/126th interest, respectively.

12. The manner in which needs for utility and other services will be met is as follows:

Sewer and Water Service

TenniCondo Utility &
Management Company, Inc.
(City of Tampa Services)

Garbage Pick-up

United Sanitation

Electricity

Tampa Electric Company

Telephone

General Telephone Company

pursuant to the rules and regulations of the above and foregoing utility companies.

13. Management and Service Contracts

Developer has arranged for the management of the Association and maintenance and operation of the condominium property by the execution of a contract between Tennicondo Utility & Management Company, Inc., a Florida corporation, and the Association. A description of the contract follows:

a Names of Parties

TenniCondo Utility & Management Company, Inc., a Florida corporation, and Bavarian Village Condominium Association, Inc, a Florida corporation not for profit.

b Term of Contract

PART ONE - 5 years unless earlier cancelled pursuant to the provisions of the Condominium Act or other law.

PART TWO - Manager shall continue the management of the common community facilities until unit owners of condominium units and other owners, if any, of rental or other residential units that are to own undivided interests in and use the common community facilities, other than Developer, have assumed control of the Association operating the condominiums in BAVARIAN VILLAGE CONDOMINIUMS and have taken title to all the rental buildings or other type residential units in BAVARIAN VILLAGE CONDOMINIUMS, after which, cancellation of this Agreement (PART TWO) may be effected by the concurrence of the owners of not less than seventy-five (75%) per cent of the total number of units in all condominiums or other residential buildings other than the units owned by Developer, or Manager may at anytime after such concurrence cancel this Agreement upon thirty (30) days written notice to the Association.

c Nature of Services Included

Preparation of annual operating budget; collection of assessments; maintaining bank accounts for purpose of depositing assessments and monies of the Association; payment from such monies for the bills and obligations of the Association; arranging for and/or providing for the maintenance of the condominium property and the common community facilities used in common by the unit owners with others; the payment of the apportioned share of the cost thereof to be payable by the Association; and other similar type duties and obligations as more particularly set forth in the Contract.

d Compensation Stated on a Monthly and Annual Basis
and Provisions for increases in the Compensation

PART ONE - Manager receives as compensation for its services the sum of \$180.00 per month, payable monthly in advance. There is no provision for increases in the compensation.

PART TWO - Manager receives in connection with PART TWO the sum of \$180.00 per month, payable monthly in advance. There is no provision for increases in the compensation.

e A copy of the Management Contract is attached to the Declaration of Condominium as Exhibit "H".

f The foregoing Contract is the only contract with the Association having a term or service period in excess of one year.

14. Developer apportioned the common expenses to the respective units in the percentages set forth in Exhibit "G" attached to the Declaration of Condominium in order that the initial common expenses be payable \$49.00 per month for a 2 bedroom unit and \$45.00 by a 1 bedroom unit.

The percentage of ownership of the common elements was determined by dividing the square footage of each condominium unit by the total square footage of all condominium units in the condominium. The percentages as determined are set forth in Exhibit "F" to the Declaration of Condominium.

15. The estimated operating budget for the condominium and a schedule of unit owners' expenses are attached hereto as Exhibit "D" and contains the information required by 711.69(15)(a)(b)(c).

16. Exclusive of any mortgage costs or costs of financing, including the cost of a mortgagee's title policy if required by the mortgagee, the closing expenses to be paid by the Buyer of a condominium unit shall be the cost of recording the Warranty Deed, \$6.00, and a sum equal to two monthly maintenance fees.

17. Arthur D. Pepin, General Partner of Golf View Ltd., a Florida Limited Partnership, is the Developer of the condominium. Mr. Pepin is President of Pepin Distributing Company located at 5420 North 59th Street, Tampa, Florida, and a Director of the Dale Mabry State Bank, Tampa, Florida. Mr. Pepin is also developing various individual projects under the general name TenniCondo. The word "TenniCondo" is used by Developer to describe a total project initially planned to consist of various individual projects including, but not necessarily limited to, Wedgewood and Les Palms Rental Apartments; Vieux Carre'; Bavarian Village; Vienna Woods Condominiums; the Black Forest for convenience shopping; and the TenniCondo Racquet Club, a private tennis club. Charles V. Maynard is the contractor in charge of construction of the various individual projects. Mr. Maynard is a licensed general contractor in both the states of Texas and Florida and has constructed or been in charge of the construction of numerous single-family, commercial and apartment building projects in both states. Membership in the TenniCondo Racquet Club is available to unit owners in the condominiums and rental projects on a first come first serve basis, subject to approval by the membership committee and the payment of all charges, fees and assessments made or charged by the TenniCondo Racquet Club. The Racquet Club is a separate facility and is not part of the Common Community Facilities being conveyed to the Association for the use and benefit of Bavarian Village Condominiums. Developer specifically does not warrant or represent that any of the individual projects or other improvements of any kind or nature in the total project referred to herein as TenniCondo will be commenced or completed other than the facilities described herein as Bavarian Village, Phase I, Condominium Apartments.

18. Exhibit "F" attached hereto and entitled "Important Matters To Be Considered In Acquiring A Condominium Unit" contains the statements and information required by 711.69(18) of the Condominium Act.

19. Schedule of Exhibits to the Prospectus

- Exhibit "A" - Number and Identification of Units and Schedule of Buildings, Units in The Buildings and Number of Bedrooms and Bathrooms in Each Unit.
- Exhibit "B" - Site, Location and Floor Plan of the Common Community Facilities.
- Exhibit "C" - Description and Number of Items of Personal Property Furnished by Developer.
- Exhibit "D" - Estimated Operating Budget.
- Exhibit "E" - Developer's Commitment.
- Exhibit "F" - Important Matters To Be Considered In Acquiring A Condominium Unit.
- Exhibit "G" - Form of Purchase Contract.
- Exhibit "H" - Declaration of Condominium Creating Bavarian Village, Phase I, Condominium Apartments, including legal description of Land as Exhibit "A"; legal description of Common Community Facilities as Exhibit "B"; Survey, Plot Plan and Graphic Description of the Improvements as Exhibit "C"; Articles of Incorporation, as amended, as Exhibit "D"; By-Laws of the Association as Exhibit "E"; Percentage of Common Elements as Exhibit "F"; Percentages of Sharing Common Expenses and Owning Common Surplus as Exhibit "G"; Management Agreement as Exhibit "H"; legal description of Easements as Exhibit "I"; and Estimated Operating Budget as Exhibit "J".
- Exhibit "I" - Form of Deed of Conveyance.
- Exhibit "J" - Form of Warranty Deed conveying an undivided interest in the Common Community Facilities.

20. Developer has retained counsel from attorneys experienced and skilled in the preparation and interpretation of condominium documents in connection with the preparation of all of its disclosure materials in a good faith attempt to comply with the requirements of the Condominium Act, in that the provisions of the Act in many instances are seemingly inconsistent, vague, difficult to interpret as to legislative intent, and require substantial repetition of the same information.

SCHEDULE OF BUILDINGS SHOWING THE NUMBER
OF UNITS IN THE BUILDINGS AND THE NUMBER
OF BEDROOMS AND BATHROOMS IN EACH UNIT IN
BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS

<u>Building Number</u>	<u>Number of Units In Building</u>	<u>Unit Number</u>	<u>Number of Bedrooms</u>	<u>Number of Bathrooms</u>
2	24	201	2/B	2/B
		202	2/B	2/B
		203	2/B	2/B
		204	2/B	2/B
		205	2/B	2/B
		206	2/B	2/B
		207	2/B	2/B
		208	2/B	2/B
		209	2/B	2/B
		210	2/B	2/B
		211	2/B	2/B
		212	2/B	2/B
		213	2/B	2/B
		214	2/B	2/B
		215	2/B	2/B
		216	2/B	2/B
		217	2/B	2/B
		218	2/B	2/B
		219	2/B	2/B
		220	2/B	2/B
		221	2/B	2/B
		222	2/B	2/B
		223	2/B	2/B
		224	2/B	2/B
3	12	301	2/B	1/B
		302	1/B	1/B
		303	1/B	1/B
		304	1/B	1/B
		305	1/B	1/B
		306	2/B	1/B
		307	2/B	1/B
		308	1/B	1/B
		309	1/B	1/B
		310	1/B	1/B
		311	1/B	1/B
		312	2/B	1/B

EXHIBIT "A"

BAVARIAN
COMMON

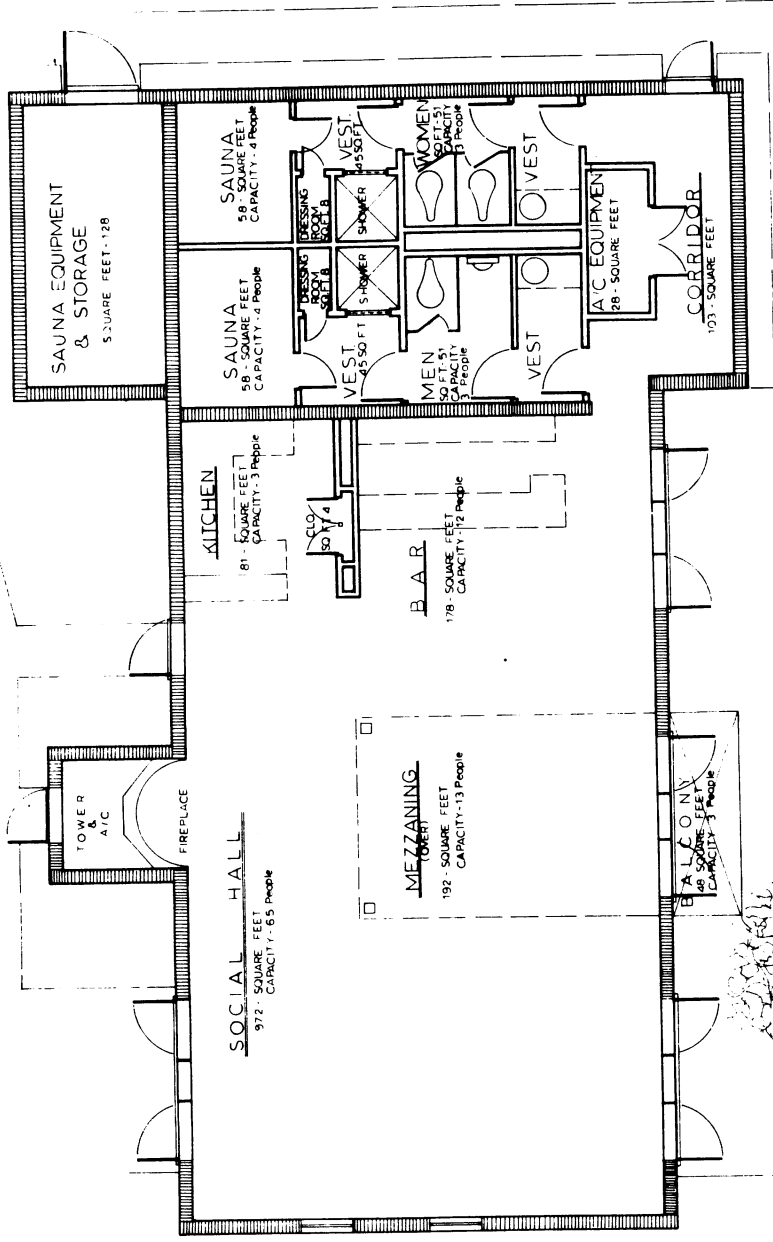


EXHIBIT "B" - SHEET 2
RECREATION BUILDING FLOOR PLAN Scale 1" = 5'

BAVARIAN VILLAGE CONDOMINIUM'S
COMMON COMMUNITY FACILITIES

LIST OF PERSONAL PROPERTY
BEING FURNISHED BY DEVELOPER

Kitchen

1 Refrigerator
1 Range
1 Dishwasher
Decorative Items
 2 Tile Pictures
 Plant arrangement
 Receipt Box
 Coffee Grinder
 Small Cutting Board

Bar Area

Cabinets
Icemaker
Sink
5 Wooden Bar Stools
Panasonic AM/FM Radio and Tape Deck

Mail Room

3 Game Tables with 4 Chairs
6 Occasional Chairs
1 Sofa
2 Tables
Decorative Items
 2 Ceramic Dogs
 4 Ash Trays
 2 Beer Mugs
 1 Carved Duck
 3 Plant Arrangements
 3 Pictures
 1 Floor Plant

Loft

2 Love Seats
1 Table

Mens Restroom

2 Pictures
1 Plant arrangement
1 Sauna

Ladies Restroom

2 Pictures
1 Plant Arrangement
1 Sauna

Hallway

2 Pictures
2 Plant Arrangements
1 Pepsi Machine

Outside Area

2 Gas Grills
2 Umbrella Tables with 4
 Chairs each
2 Large Red Tables with 4
 Chairs each
6 Lounge Chairs
Extra Pull-up Chair
6 Small Tables

EXHIBIT "C"

DEVELOPER'S COMMITMENT
TO PHASE DEVELOPMENT

This Commitment is given pursuant to Section 711.64 of the Condominium Act which applies to each Condominium in which the unit owners will be required to pay as a condition to unit ownership, directly or indirectly, for the privilege of using recreational or other facilities in common with other condominiums or other developments, or for the maintenance and operation of such commonly-used facilities.

1. The cost of the maintenance and operation of which the unit owners of Bavarian Village, Phase I, Condominium Apartments are obligated to pay a pro rata part, is for the Common Community Facilities (as elsewhere shown and described herein) the improved easement for ingress and egress (as legally described on Exhibit "T" of the Declaration and shown on Sheet 2 of Exhibit "C" to the Declaration) together with certain other subdivision-type improvements, the use of which will be shared by one or more condominiums in Bavarian Village Condominiums including, but not limited to, streets, street lights, common drainage, common sewer and water lines and landscaping.

2. A legal description of all of the land that may be ultimately included in the proposed condominiums to be served by the commonly-used facilities as above defined, and a legal description of the land that will contain the proposed commonly-used facilities, all of which land is hereinafter in this Section called "The Land" is legally described on Sheet 2 of Exhibit "C" to the Declaration of Condominium under the heading PERIMETER DESCRIPTION OF THE LAND PROPOSED FOR BAVARIAN VILLAGE CONDOMINIUMS.

3. Attached to this Commitment and made a part hereof by this reference is an opinion by an attorney-at-law duly authorized to practice law in the State of Florida showing that the record title of the land is in the Developer, except for the condominium units sold by the Developer

to the individual purchasers thereof and the undivided interests in the Common Community Facilities previously conveyed to the Bavarian Village Condominium Association, Inc., and that the land is zoned so as to allow the proposed use.

4. The minimum and maximum quantity of land intended to be used for commonly-used facilities, as defined herein, is that portion of the land shown on Sheet 3 of Exhibit "C" to the Declaration and legally described in Exhibit "B" to the Declaration.

5. The plot plan of the land referred to in paragraph 2 herein showing the approximate location of the Common Community Facilities intended to be used in common with others is shown on Sheet 3 of Exhibit "C" to the Declaration.

6. A general description of the items of personal property and the number of each item of personal property that is to be, or has been, furnished by the Developer for each room or other facility in the Common Community Facilities are set forth on Exhibit "C" to the Prospectus.

7. The Common Community Facilities will be owned by the Bavarian Village Condominium Association, Inc. for the benefit of the unit owners in Bavarian Village Condominiums as said term is defined in paragraph 6(a) of the Prospectus to which this instrument is attached as Exhibit "E".

8. The Declaration where used herein means and refers to the Declaration of Condominium of Bavarian Village, Phase I, Condominium Apartments.

LAW OFFICES
CROUCH, WARD & AFRICANO
PROFESSIONAL ASSOCIATION

S. LEE CROUCH
FRED J. WARD
J. VICTOR AFRICANO

PENTHOUSE, GOLDEN ISLES PROFESSIONAL BUILDING
1920 EAST HALLANDALE BEACH BOULEVARD
HALLANDALE, FLORIDA 33009
TELEPHONE 920-8011
DIRECT MIAMI LINE 945-0552
REPLY TO: P. O. BOX 700

OPINION OF RECORD TITLE AND ZONING

Upon the request of GOLF VIEW, LTD., a Florida Limited Partnership, and pursuant to Florida Statutes 711.64(3)(b), I hereby render the following opinion:

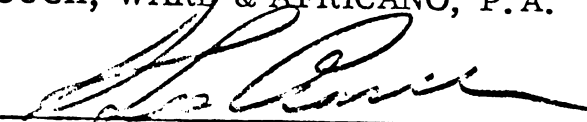
The record title ownership of the land legally described on Sheet 2 of Exhibit "C" to The Declaration of Condominium under the heading PERIMETER DESCRIPTION OF THE LAND PROPOSED FOR BAVARIAN VILLAGE CONDOMINIUMS is in GOLF VIEW, LTD., a Florida Limited Partnership, except for the 36/126th and 38/126th undivided interests in the Common Community Facilities conveyed pursuant to Deeds recorded in O. R. Book 3008 at page 1528 and O. R. Book 3017 at page 169, both of the Public Records of Hillsborough County, Florida; and less and excepting all individual condominium parcels heretofore sold and conveyed by Developer as shown by said Public Records.

This will further certify that the above land lies within the City limits of Tampa, Florida, and is zoned U-C pursuant to the zoning ordinances of said City; that said classification permits the construction on said land of residential condominium apartment buildings, together with recreational-type improvements appurtenant thereto, such as, but not limited to, recreational buildings, swimming pools and shuffleboard courts.

The above opinion as to title was based upon ownership certificate prepared by Guaranty Title Company certifying record ownership as of May 26, 1975.

The undersigned further certifies that he has been a practicing attorney in the State of Florida and a member of the Florida Bar and duly licensed to practice law since 1949.

CROUCH, WARD & AFRICANO, P.A.

By: 
S. Lee Crouch, Attorney

**IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT**

**BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS
(A Residential Condominium)**

Offered by

**GOLF VIEW LTD.
Developer**

**This Document is Applicable to Bavarian Village, Phase
I, Condominium Apartments which consists of 36 Units
Contained in Two Buildings.**

EXHIBIT "F" TO THE PROSPECTUS

1. THE CONDOMINIUM WAS CREATED AND IS BEING SOLD ON FEE SIMPLE INTERESTS.
2. UNIT OWNERS WILL BE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT CALLED FOR UNDER THE INSTRUMENTS PROVIDING THE COMMON COMMUNITY FACILITIES AS A MANDATORY CONDITION OF UNIT OWNERSHIP. (See Article II, E(c), page 1; Article II, F, page 2; Article III, I, page 4; Article IV, D, page 5; and Article VI, A, page 7 of the Declaration).
3. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE COMMON COMMUNITY FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Article VI, C, page 7 of the Declaration).
4. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY AND THE COMMON COMMUNITY FACILITIES WITH TENNICONDO UTILITY & MANAGEMENT COMPANY, INC., (See Article III, C, page 3 of the Declaration). A copy of the Management Agreement is attached to the Declaration of Condominium as Exhibit "H". The Management Agreement is further described in paragraph 13 of the Prospectus to which this instrument is attached as Exhibit "F".
5. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (See Article II, Section 9, of the By-Laws, Exhibit "E" to the Declaration).
6. THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED. (See Article XI, page 15 of the Declaration).
7. THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

BAVARIAN VILLAGE, PHASE I,
CONDOMINIUM APARTMENTS

PURCHASE CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, A.D. 19____, by and between GOLF VIEW LTD., a Florida Limited Partnership, herein referred to as Seller, and _____ address _____ herein referred to as Buyer.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES SECTION 711.70(1) TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

W I T N E S S E T H :

WHEREAS, Seller is developing that certain condominium apartment project known as "Bavarian Village Condominiums", as more particularly described in Prospectus, on real property owned by Golf View Ltd., a Florida Limited Partnership; and

WHEREAS, Seller has completed Bavarian Village, Phase I, Condominium Apartments containing 36 apartment units located in two buildings; and

WHEREAS, Buyer desires to purchase and Seller desires to sell an apartment in said Condominium.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the deposit paid by Buyer to Seller, the parties covenant and agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase:

That certain Condominium Parcel composed of Unit Number _____, and an undivided _____% interest or share in the common elements appurtenant thereto, in accordance with, and subject to, the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS, according to the Declaration thereof recorded in O. R. Book _____, at pages _____ through _____, inclusive, and the Plat thereof recorded in Condominium Book _____, at pages _____ through _____, inclusive, both of the Public Records of Hillsborough County, Florida.

2. THE TERMS AND CONDITIONS OF SALE ARE AS FOLLOWS:

Total Purchase Price	\$ _____
Deposit	\$ _____
Remainder of downpayment (due on or before _____)	\$ _____
Cash terms	\$ _____
Mortgage	\$ _____
Balance due Seller on closing*	\$ _____

*Less the assigned proceeds of a mortgage, if not already reflected above and together with prepaid items, prorations and extras, if any.

3. In the event Buyer has elected to take a mortgage, Buyer agrees to make immediate application for same and execute all documents required by the lending institution to secure same. In the event Buyer's application is not approved, Seller shall forthwith return to Buyer the deposit, and both parties hereto shall be relieved of all responsibility or liability hereunder. In the event this sale does not involve a mortgage, or if a mortgage is involved and Buyer's application is approved, then in either event Buyer shall complete and consummate this Contract in accordance with the terms hereof; otherwise, all sums paid by Buyer hereunder shall be retained by Seller as liquidated and agreed damages, and this Contract shall be null and void. All mortgage costs shall be paid by Buyer, including a mortgagee's title policy at card rate, if required by the lending institution.

4. Notwithstanding the above in accordance with Section 711.70(2) of the Condominium Act: BUYER HAS THE RIGHT AND OPTION TO CANCEL AND TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS OF THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, OR IF BUYER HAS NOT RECEIVED ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER FLORIDA STATUTES SECTION 711.70(1), THEN AT ANY TIME PRIOR TO FIFTEEN (15) DAYS AFTER THE BUYER RECEIVES THE LAST OF THE ITEMS TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SAID SECTION 711.70(1) WHICHEVER SHALL BE THE LATER DATE. THE BUYER'S RIGHT TO TERMINATE MUST BE EXERCISED HOWEVER PRIOR TO THE CLOSING. THE CONTRACT TIME FOR CLOSING MAY AT THE OPTION OF THE BUYER BE EXTENDED FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED THE LAST OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 711.70(1).

5. This transaction shall be closed upon written notice from the Seller to the Buyer, which notice shall set forth a time, date and place for closing, which time and date shall be not less than fifteen (15) days, nor more than thirty (30) days from the date of said notice. Acceptance by Buyer of the Condominium Deed at closing shall be deemed conclusive evidence of the completion of said condominium unit and the building in which same is located and the unqualified acceptance of the unit by Buyer except for such items, if any, as may be noted in the closing statement.

6. Seller represents that the unit which is the subject of this Contract has not been occupied.

7. Buyer acknowledges that Seller has made full disclosure, pursuant to Chapter 711.70(1), by delivering to Buyer, simultaneously with the execution hereof, a copy of the floor plan of the unit, the subject of this Contract (being attached hereto as Exhibit "A") and a copy of the Prospectus which includes all of the disclosure materials required by Section 711.69 of said Act.

8. Seller agrees that it will cause to be delivered a good and insurable title, and to deliver and pay for a title insurance policy insuring the Buyer's interest in the condominium parcel, Seller agrees to pay the state documentary stamps and state surtax on the Deed. Buyer shall pay for recording of the Deed and mortgage costs, if any, as heretofore mentioned. Buyer shall further pay a sum equal to two monthly maintenance fees to Tennicondo Utility & Management Company, Inc. as an initial working capital contribution to the operating fund. All other proratable items,

including insurance, condominium assessments, rental, utility deposits, real estate taxes, etc., shall be prorated, adjusted and paid at time of closing. Buyer agrees to pay Seller at the closing for any extras authorized by them which are not included in this Contract price. The title of which Seller shall deliver to the Buyer at closing will be a marketable or insurable title and subject to the following things: (a) Taxes for the year in which the transaction is closed, which taxes shall be prorated as of the proration date and paid at closing as hereinabove provided; (b) restrictions, conditions, reservations, limitations, and easements now of record, or hereafter granted by Seller; (c) Zoning ordinances of the City of Tampa, Hillsborough County, Florida; (d) the conditions, covenants, and agreements contained in the instruments and documents referred to herein; (e) mortgages assumed or obtained, if any, by Buyer; and (f) the usual exceptions contained in an Owner's Policy of Title Insurance issued by title insurance companies, transacting business in Hillsborough County, Florida.

9. Seller will assign one parking space to the unit being purchased without charge to the Buyer.

10. This Contract may not be assigned, sold or conveyed without the prior written consent of the Seller.

11. Time is the essence of this Agreement. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

12. Risk and loss or damage by fire or any other casualty, until the closing date, is assumed by the Seller.

13. Seller herein reserves the right to maintain a model apartment or apartments in the condominium from which to conduct sales in Bavarian Village Condominiums until all units in the project are sold. Seller further reserves the right to place signs on the condominium property during such period.

14. This Contract supersedes all prior agreements between the parties, either verbal or written.

15. The taking of occupancy by Buyer prior to the closing of this transaction shall constitute the unqualified acceptance of the apartment by Buyer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Witnesses:

GOLF VIEW LTD., a
Florida Limited Partnership

By: _____
Authorized Agent

Buyer(s)

DECLARATION OF CONDOMINIUM OF
BAVARIAN VILLAGE, PHASE I CONDOMINIUM APARTMENTS
HILLSBOROUGH COUNTY, FLORIDA RECEIVED

OFF. REC. 3008 PG 1453

APR 24 4 47 PM '75

MADE the day last appearing in the body of this Declaration of Golf View, Limited, a Limited Partnership under the laws of the State of Florida, for itself, its successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

I. PURPOSE. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes as Amended, herein called the "Condominium Act".

A. Name. The name by which this condominium is to be identified is BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS.

B. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

1. The Land. The lands, owned by the Developer, lying and being situate in Hillsborough County, Florida, as more particularly set forth in "Exhibit A" attached hereto, which lands are herein called the "land".

II. DEFINITIONS. The terms used herein and in the By-Laws shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

A. Apartment. Apartment means unit as defined by the Condominium Act.

B. Apartment Owner. Apartment Owner means unit owner as defined by the Condominium Act.

C. The Association. The Association means Bavarian Village Condominium Association, Inc.

D. Common Elements. Common Elements shall include:
(a) the condominium property not included in the apartments;
(b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Condominium;
(c) other items as stated in the Condominium Act.

E. Common Expenses. Common Expenses include:
(a) expenses of administration and management of the condominium property;
(b) expenses of maintenance, operation, repair or replacement of common elements;
(c) the condominium's pro rata share of the cost and expense of managing and maintaining the common facilities;
(d) expenses declared common expenses by the provision of this Declaration or By-Laws;
(e) any valid charge against the condominium as a whole.

Condominium Plot 1, Page 71

F. Common Community Facilities. Common Community Facilities means and includes the land legally described in Exhibit "B" attached hereto and the improvements contained thereon consisting, in general, of a recreation building, pool, patio, all as shown on Sheet 3 of Exhibit "C" attached hereto. The Association shall own and hold a 36/126 undivided interest in and to said common community facilities for the use and benefit of its members owning apartment units in the condominium. The condominium shall pay and be responsible for 36/126 of the cost and expense of the management, maintenance and operation of said common community facilities.

G. Condominium Property. Condominium property means and includes the land and all improvements thereon and all assessments and rights-of-way appurtenant thereto intended for the use in connection with the condominium.

H. Reasonable Attorneys Fees. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all appellate or administrative review of the same.

I. Singular, Plural, Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural genders.

J. Utility Services. Utility services as used in the Condominium Act construed with reference to this condominium and as used in the Declaration and By-Laws shall include, but not be limited to electric power, water and sewage disposal.

III. DEVELOPMENT PLAN. The Condominium is described and established, as follows:

A. Survey and Plat Plan. Exhibit "C" attached hereto and made a part hereof and consisting of seventeen (17) pages contains all information, matters and things as required by F.S.A. 711.08 (1) (e).

B. Easements-Shall constitute covenants running with the land and may not be amended or revoked and shall survive the termination of the condominium.

1. Pedestrian and Vehicular Traffic. The Developer hereby gives and grants to the Condominium an easement over and upon that certain roadway shown on sheet 2 of Exhibit "C" and legally described in Exhibit "I" hereto for purposes of ingress and egress for pedestrian and vehicular traffic. Developer reserves unto itself, successors and assigns an easement in the common elements of this condominium for the use and benefit of Bavarian Village, Phase II Condominium Apartments and Bavarian Village, Phase III, Condominium Apartments or such other development as Developer in his sole opinion shall develop.

2. Utilities and Drainage. Easements are hereby reserved unto Developer on the common elements of the condominium and the common community facilities for use in connection with said other condominiums or developments. The Developer hereby reserves unto itself the right to grant easements over, under and upon any of the common elements of this condominium or the common community facilities to be used for, by or in connection with any other condominiums or developments

which may hereinafter be erected in Bavarian Village Condominiums to the same extent as if said common elements were common elements of said other condominiums or developments, or as may become necessary for the purposes of Developer, its grantees, lessees, successors, or assigns, serving its remaining undeveloped properties in Bavarian Village Condominiums with utility services and drainage facilities.

C. Management Agreement. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and Officers has entered into an agreement with Tennicondo Utility and Management Company, Inc., entitled "Management Agreement". A signed original copy of said Management Agreement is attached hereto as "Exhibit H". Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager with the formality required for deed and duly filed among the Public Records of Hillsborough County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to (a) adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said Management Agreement; (c) ratifying, confirming and approving each and every provision of said Management agreement and acknowledging that all the terms and provisions thereof, including manager's fee, are reasonable; and (d) agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all persons comprising the original Board of Directors and the Officers of the Association are owners of some or all the stock of Tennicondo Utility and Management Company, Inc., and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement in whole or in part. The Management Agreement, each and every provision thereof and the acts of the Board of Directors and Officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

D. Apartment Buildings. The Condominium includes apartment buildings numbered two and three which are designated Bavarian Village, Phase I, Condominium Apartments.

E. Other Improvements. The Condominium includes automobile parking areas and landscaping areas located substantially as indicated upon sheet 3 of Exhibit "C" and which are a part of the common elements.

F. Common Elements. Common Elements shall include everything contained within the definition thereof set forth in Section II, paragraph 5 hereof.

G. Apartment - Boundaries. Each apartment shall include that part of the apartment building containing the apartment which lies within the boundary of the apartment, which boundaries are the interior surfaces of its perimeter walls, bearing walls,

floors, ceilings, windows, window frames, doors and door frames and trimming. Where there is a balcony serving only the apartment being bounded, such boundaries shall go to the surfaces of the walls, floor and overhead forming the interior of such balcony.

H. Easement for Unintentional and Non Negligent Encroachments. If an apartment shall encroach upon any common element or upon any other apartment by reason of original construction, or by the unintended or non-negligent act of the apartment owner, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

I. Common Community Facilities. Simultaneously with the execution of this Declaration, the Developer is executing a deed to Bavarian Village Condominium Association for an undivided 36/126th interest in the Common Community Facilities described in Exhibit "B" attached hereto for the benefit of the unit owners of Bavarian Village Phase I Condominium Apartments the remaining 90/126th interest in the facilities described in Exhibit "B" are being retained by the Developer, but will be conveyed to the Association for the unit owner of Bavarian Village, Phase II, Condominium Apartments and Bavarian Village, Phase III, Condominium Apartments, if and when their Declaration of Condominium documents are filed, in undivided interest of 38/126th and 54/126th respectively. The management of the Common Community Facilities shall be the responsibility of the Association as to the interest of this condominium or any of the condominiums above indicated, and shall be operated in conjunction with the Developer until such time as the Common Community Facilities should be owned 100% by the Association at which time the Association shall have the sole operation responsibility. The operational expenses of the Common Community Facilities shall be divided between the condominiums in the undivided interest above set forth by their respective interest therein.

J. Amendment of Plans and Completion of Improvements.

1. Alteration of Plans. Notwithstanding any other provisions of this Declaration, as to units which the Developer may own, the Developer shall have the right to change the location and exterior design and arrangement of all such units and to alter the boundaries between units. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment to this Declaration. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association apartment owners and owners of mortgages in the manner elsewhere provided.

2. Minor Amendments to the Declaration. A Minor Amendment to this Declaration by the Developer need be executed and acknowledged only by the Developer and mortgagees who may be affected by such change, and need not be approved by the Association, apartment owners, or other lienors or any other person whomsoever, provided that such change would not materially change the interest or rights of any apartment owner or mortgagee.

IV. THE APARTMENT BUILDINGS.

A. Plans. The Condominium shall consist of two buildings numbered two and three consisting of a total of thirty-six (36) condominium units.

B. Apartments. The apartments in the buildings are identified and briefly described in Exhibit "C" attached hereto. The locations and boundaries of each apartment in each apartment building are more particularly described therein.

C. Appurtenances to Each Apartment. The owner of each apartment shall own a share and certain interests in the Condominium property which are appurtenant to his apartment, which include but are not limited to, the following items which are appurtenant to the several apartments, as indicated:

1. Common Elements. The undivided share in the land and other common elements which is appurtenant to each apartment, as set forth in Exhibit "F" attached.

2. Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

3. Common Community Facilities. The right to use, occupy, and enjoy common facilities legally described in Exhibit "B" and on sheet one (1) of Exhibit "C" and shown on sheet three (3) of Exhibit "C" and any that might be added of like kind, shall be owned by the Condominium in a 36/126th undivided interest.

D. Liability for Common Expenses and Share of Common Surplus. Each apartment owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, as set forth in Exhibit "G" attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

V. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

A. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. After the completion of the apartment buildings and the common elements thereof which are described in this Declaration, there shall be no alteration or further improvement of the common elements without prior approval, in writing, by the record owners of all apartments; provided however, that any alteration or improvement bearing the approval in writing of record owners of not less than seventy-five percent (75%) of the common elements, may be done if the owners who do not oppose are not assessed the cost thereof as a common expense. The share of any cost not as assessed shall be assessed to the approving owners of other apartments in the proportion which their shares in the common elements bear to each other. There shall be no change in the shares or rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributed to the cost thereof.

B. Apartments.

1. By Association. The Association shall maintain, repair and replace as a common expense of the apartment buildings containing an apartment:

a. All portions of the apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, load-bearing columns and loadbearing walls, but shall not include

screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.

b. All conduits, rough plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in an apartment, but which service all or parts of the building other than the apartment within which contained.

c. All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

2. By the Apartment Owner. The responsibility of the apartment owner shall include:

a. To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

b. Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment buildings.

c. To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association according to this Declaration.

3. Alteration and Improvement. Subject to the other provisions of paragraph B of this Section V, and which in all cases shall supersede and have priority over the provisions of this subparagraph when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided, that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the Board of Directors of the Association.

C. Common Community Facilities. The Association shall maintain, repair and operate the buildings and facilities owned by the Condominium, as Common Community Facilities, said facilities being attached as Exhibit "B". The Condominium and its owners shall be responsible for 36/126th of the cost of maintenance, repair, alterations and replacement of the expense of operation of the facilities.

D. Alterations and Improvements - General. Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or the apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto to do anything which would jeopardize the safety or soundness of the apartment buildings or impair any easement without first obtaining approval in writing of owners of all other apartments in the apartment buildings and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an

architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of work.

VI. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each apartment owner shall be liable for a proportionment share of the common expenses and shall share in the common surplus, as set forth in Exhibit G, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus until such time as the Developer has turned over the majority control of the Association, he shall be responsible for the maintenance of the Condominium and the common expenses of each apartment owner shall be paid toward defraying the cost of operating the Association.

B. Payments. Assessments and installments thereon paid on or before five (5) days after the day when the same shall become due, shall not bear interest, but all sums not paid on or before five (5) days, when due shall bear a late charge of ten percent (10%), or such other sums as may from time to time be fixed and determined by the Board of Directors. All payments on account shall be first applied to late charges and then to the assessment payment first due. If any installments of an assessment be not paid on or before thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to the delinquent owner then due and payable in full as if originally assessed.

C. Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments or enforcement of such lien. Said lien 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 apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claim of lien shall be signed and verified by an officer of the Association or by the Managing Agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also use to recover a money judgment for unpaid assessments without waiving the lien securing the same. When the mortgage of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage, or when a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment shall be deemed to be expenses collectable from all the apartment owners including such acquirer, its successors and assigns.

D. Developer's Guarantee. Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget furnished to the Association and attached to the Management Contract, attached hereto as Exhibit H, for a period of two (2) years from the first day of the

month following the recording of this Declaration of Condominium and hereby obligates itself and agrees to pay any amount of common expenses incurred during said two (2) year period not produced by the Assessments at the guaranteed level receivable from owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to its units owned by it during said guarantee period. The above provision is included herein pursuant to Section 711.15(8)(b) of the Condominium Act.

VII. ASSOCIATION. The operation of the Condominium shall be by Bavarian Village Condominium Association, Inc., a non-profit corporation, organized pursuant to Section 711.12, Florida Statutes, as amended, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached as Exhibit D, and made a part hereof.

A. Powers. The Association shall have all the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit or apartment owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the Condominium and to delegate to the contractor all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the Membership of the Association.

B. By-Laws. The By-Laws of the Association are as set forth in attached Exhibit E, and made a part hereof.

C. Limitations Upon Liability of Association. Notwithstanding the duties of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

VIII. INSURANCE. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the apartment owners, shall be covered by the following provisions:

A. Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of apartment owners. In the case of insurance policies covering damage to apartment buildings and their appurtenances, the kind of such policies shall be subject to the approval of the bank, life insurance company or savings and loan association and business trust holding the greatest dollar amount of first mortgages against apartments in the Condominium. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal property or living expenses of any apartment owner, but the apartment owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment

owners shall furnish the Association with copies of all insurance policies obtained by them.

B. Coverage.

1. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured by an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage; and

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

3. Workmen's Compensation Policy. To meet the requirements of law.

4. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

D. Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Association.

1. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the Condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

a. When the apartment building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

b. When the apartment building is not to be restored - for the owners of the apartments in such building in undivided shares being the same as their respective shares in the common elements.

3. Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in Trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that the mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, all in accordance with IX Reconstruction or Repair After Casualty hereinafter.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of Association. All expenses of the Association shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certificate. In making distribution to apartment owners and their mortgagees, the Association shall make a Certificate of the Association made by its President and Secretary, or by the Association's Managing Agent as to the names of apartment owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

IX. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether it shall be reconstructed or repaired or not, shall be determined in the following manner:

1. Common Elements. If the damaged improvements is a common element, the same shall be reconstructed or repaired unless the damages to an apartment building containing such common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of an apartment building, as elsewhere herein provided, shall pertain.

2. Apartment Building.

a. Partial destruction. If the damaged improvement is an apartment building and less than ninety percent (90%) of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

b. Total destruction. If the damaged improvement is an apartment building and ninety percent (90%) or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within sixty (60) days after casualty fifty-one percent (51%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, holding first mortgages, upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

3. Certificate. The Manager or Agent of the Association may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be reasonably withheld.

C. Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost of repair and rebuild.

E. Assessments for Reconstruction and Repair.

1. Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of the cost of reconstruction and repair of common elements. Such assessments shall be in proportion to each apartment owner's share in the common elements.

2. Apartments. Assessments shall be made against the apartment owners who own the damaged apartments in sufficient amounts to provide for the payment of such costs of reconstruction and repair. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments.

3. Common Community Facilities. Assessments shall be made against this Condominium, and other condominiums, if any, as the case may be, in proportion to the fractional interest of ownership in the Common Community Facilities. If the Developer is still a fractional owner, then he shall contribute proportional his share toward reconstruction. The amounts contributed shall be sufficient to cover the cost of reconstruction and repair. The amount contributed by this condominium shall be treated as a common expense and as such, may be an assessment against the apartments within this condominium.

F. Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

1. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Association to the apartment owner or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

2. Association. The construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

3. Certificate. Notwithstanding the provisions herein, the Association's Managing Agent shall not be required to determine whether or not sums paid by apartment owners upon assessment with the Association and to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Association's Managing Agent may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Association's Managing Agent shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect named by the Association shall be first obtained by the Association.

X. RESTRICTION. The use of the condominium property shall be in accordance with the following provisions:

A. Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a resident, and for no other purpose whatever. Except, as reserved to the Developer, no apartment may be divided or subdivided into a small unit or any portion thereof sold or otherwise transferred without first amending this Declaration of Condominium in accordance with the provisions of Sections X and XIV to show the changes in the apartment or residential living unit to be affected thereby.

B. Pets. Dogs, cats, birds such as canaries or parakeets, and fish such as goldfish, or tropical varieties may be kept by unit owners in the owner's respective unit, provided; that no such pet shall be raised for commercial purposes; that unit owners may own only one dog or cat; that only the smaller varieties of dogs may be kept, the test of smallness being any dog which when fully mature will not normally weigh in excess of twenty (20) pounds; that all dogs and cats shall be kept on leashes when not confined to the owner's unit; and that said animals are walked only in areas designated from time to time by the Directors for such purposes.

C. Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations or all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies having jurisdiction thereof shall be observed.

E. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted in any part of the common elements or apartments. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

F. Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment or common element. The common element shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. All permanent exterior doors (as distinguished from the screen doors) from apartments to the common elements shall be kept completely closed except when in use for ingress or egress.

G. Leasing. After approval of the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family, or responsible age, his servants and guests and the term of the lease is not less than six (6) months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner.

H. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations which shall be deemed effective until amended shall be written by the Board of Directors.

I. Parking. Parking of travel trailers, boat trailers, commercial vehicles, trucks and vehicles of like nature shall be restricted to assigned parking areas, assigned by the Association. The Association shall also assign parking spaces for daily use of each apartment owner.

J. Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association, nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including but not limited to the maintenance of a sale office for the showing of the property and the display of signs.

XI. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

A. Transfers Subject to Approval.

1. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association, except to a unit owner.

2. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to a unit owner.

3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

4. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

B. Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

1. Notice to Association.

a. Sale. An apartment owner intending to make a bona fide sale of his apartment, or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval:

a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in recordable form and shall be delivered to the Seller.

b. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in recordable form and shall be delivered to the lessor.

c. Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in recordable form and shall be delivered to the apartment owner.

d. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership, of an apartment, the matter should be disposed in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms.

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproval contract to sell or shall be the fair market value determined by arbitration in accordance with the then existir

rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within thirty (30) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

2. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the matter should be disposed in the following manner:

a. The Association shall notify the apartment owner within thirty (30) days after receipt of such notice of intent to lease, together with reason for the disapproval. If the Association has no reasons covered by either the Declaration or the Articles of the Association, or the By-Laws of the Association, or the regulations of the Association, or reasons of law, then the Association shall deliver or mail by certified or registered mail to the apartment owner, an agreement to lease by a lessee, being either the Association, or a person approved by the Association, who will lease the apartment.

b. At the option of the apartment owner the amount of the lease to be paid shall be the amount stated in the disapproved lease, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the lease; and a judgment of specific performance of the lease upon the award rendered by the arbitrators, may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the lessor.

3. Gift, Devise or Inheritance; Other Transfer. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within ten (10) days following the determination of the sale price.

d. If the Association shall fail to purchase or provide a purchaser as herein required or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

D. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgages may be upon conditions determined by the Association.

E. Exceptions. The foregoing provisions of this Section XI entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

F. Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.

G. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

H. Notice of Lien or Suit

1. Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

2. Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

3. Failure to Comply. Failure to comply with this subparagraph concerning liens will not affect the validity of any judicial sale.

XII. PURCHASE OF APARTMENTS BY ASSOCIATION. The Association shall have the power to purchase apartments, subject to the following provisions:

A. Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

B. Limitations. If at any one time the Association is the owner or agreed purchaser of three (3) or more apartments, it may not purchase any additional apartments without the prior written approval of seventy-five percent (75%) of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

C. Rights of Developer. Notwithstanding anything herein to the contrary, until the completion and sale of all apartments, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

XIII. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws, and the rules and regulations adopted pursuant thereto, management agreement, and said documents and rules and regulations as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

A. Enforcement. The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any apartment at any reasonable time to make inspection, correction or compliance.

B. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, and the insurance of the apartment owner. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenance, or of the common elements or of the limited common elements.

C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

D. No Waiver of Rights. The failure of the Developer or the Association or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIV. AMENDMENTS. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Resolution. An amendment may be proposed by either the Board of Directors, or by seventy-five percent (75%) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than seventy-five percent (75%) of the entire membership of the Board of Directors and seventy-five percent (75%) of the members of the Association, or by not less than eighty percent (80%) of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval, in writing, given before such meetings.

C. Agreement. In the alternative, an amendment may be made by an Agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Hillsborough County, Florida.

D. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners of apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements, any other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned

and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Section VIII or IX unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment, nor shall an amendment of this Declaration make any changes in Section II, Paragraph D; Section II, Paragraph E; Section II, Paragraph F; Section II, Paragraph G; Section III, Paragraph C; Section IV, Paragraph A; nor shall any amendment of this Declaration make any change which would in any way effect the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Hillsborough County, Florida.

XV. TERMINATION. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act.

A. Destruction. In the event it is determined in the manner elsewhere provided, that the condominium property shall not be reconstructed because of major damages, the condominium plan of ownership will be thereterminated without agreement.

B. Agreement. The Condominium may be terminated by the approval in writing of all the owners of the units therein, and by all record owners and holders of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination, but the agreement shall be effected by a separate contract between each seller and his purchaser.

2. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except the Arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Hillsborough County, Florida.

D. Shares of Owners after Termination. After termination of the Condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' unit prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners and holders of mortgages upon units.

XVI. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

XVII. PHASE DEVELOPMENT. The Developer proposes to establish Bavarian Village Condominiums as three (3) condominiums, in three (3) phases, each being a separate condominium, with one apartment owner association for all three (3) condominiums. However, the Developer retains the option to complete only one, two or all three phases, as market and other relevant considerations dictate.

BAVARIAN VILLAGE, PHASE I CONDOMINIUM APARTMENTS will consist of two (2) buildings which will contain thirty-six (36) separate condominium apartments and surface parking facilities, together with 36/126th undivided interest in Common Community Facilities, which include, but are not limited to, recreational facilities.

BAVARIAN VILLAGE, PHASE II CONDOMINIUM APARTMENTS will consist of three (3) buildings which will contain thirty-eight (38) separate condominium apartments and surface parking facilities, together with 38/126th undivided interest in Common Community Facilities, which would be shared with BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS; and

BAVARIAN VILLAGE, PHASE III CONDOMINIUM APARTMENTS will consist of four (4) buildings which will contain fifty-two (52) separate condominium apartments and surface parking facilities, together with 52/126th undivided interest in Common Community Facilities, which would be shared with BAVARIAN VILLAGE, PHASE I CONDOMINIUM APARTMENTS and BAVARIAN VILLAGE, PHASE II CONDOMINIUM

DEF. 3008 PG 1475
REC.

APARTMENTS. The separate condominiums and buildings are shown on the site plan attached as Exhibit "C2"

BAVARIAN VILLAGE, PHASE I CONDOMINIUM APARTMENTS, is hereby created by the recording of this Declaration of Condominium.

XVIII. OTHER AMENDMENTS, CHANGES AND ALTERATIONS BY DEVELOPER. Anything to the contrary hereinabove contained, notwithstanding, Developer reserves for and unto it, its successors and assigns, the right to make such changes and amendments to this Declaration of Condominium, including all of its Exhibits, and to make such changes and/or alterations in the building plans attached hereto as "Exhibit C" as it may desire or determine expedient, at any time prior to the actual recording of this Declaration of Condominium and its Exhibits in the Public Records of Hillsborough County, Florida. Such rights, except for those elsewhere enumerated or provided for, shall cease and terminate as of the date of said recording.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 4th day of April, 1975.

GOLF VIEW LTD.
a Limited Partnership

By Arthur D. Pepin
Arthur D. Pepin
General Partner

WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of April, 1975, by Arthur D. Pepin, a General Partner of Golf View, Ltd., on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires:

This instrument was prepared by
J. MICHAEL SHEA
Attorney At Law
P. O. Box 2742
Tampa, Florida 33601

AND
JOHN R. FOLTZ
Attorney At Law
10th Floor Florida Federal Bldg.
St. Petersburg, Florida 33701 AND

S. LEE CROUCH
Attorney At Law
Penthouse
1920 East Hallandale Blvd
Hallandale, Florida 33009

EXHIBIT A

REF. 3008 PG 1476

LEGAL DESCRIPTION OF LAND:

"A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 4. Township 28 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the stated Section 4; thence N 88° 20' 48" W along the North boundary of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4; a distance of 1053.09 feet for a point of beginning.

Thence S 00° 00' 01" E a distance of 200.00 feet, thence N 88° 20' 48" W a distance of 95.00 feet, thence S 00° 00' 01" E a distance of 172.00 feet; thence N 88° 20' 48" W, a distance of 128.50 feet to a point on the East right-of-way boundary of 42nd Street, thence N 00° 00' 01" W along stated East right-of-way boundary of 42nd Street, a distance of 372.00 feet, to a point on the North boundary of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4; thence S 88° 20' 48" E along stated North boundary of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the stated Section 4, a distance of 223.50 feet to the point of beginning. Containing 1.54 acres more or less.

EXHIBIT B

OFF. 3008 PG 1477
REC.

LEGAL DESCRIPTION OF COMMON COMMUNITY FACILITIES:

A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; more particularly described as follows:

Begin at the northeast corner of the southeast 1/4 of the southeast 1/4 of the northwest 1/4 of stated Section 4; thence N 88° 20' 48" W (assumed bearing), along the north boundary of the south 1/2 of the southeast 1/4 of the northwest 1/4 of stated Section 4, a distance of 1053.09 feet; thence S 00° 00' 01" E a distance of 200.00 feet for a point of beginning.

Thence continue S 00° 00' 01" E a distance of 172.00 feet, thence N 88° 20' 48" W a distance of 95.00 feet; thence N 00° 00' 01" W a distance of 172.00 feet, thence S 88° 20' 48" E a distance of 95.00 feet to the point of beginning.

Containing 0.37 acres, more or less.

WILSHUTTS COUNTRY, FLORIDA
SECTION 4, TOWNSHIP 38 SOUTH, RANGE 19 EAST

TRACT OF LAND LYING IN THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA.

ALONG THE NORTH BOUNDARY OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SATED SECTION 4, A DISTANCE OF 103.09 FEET, THENCE S00°00'01"E A DISTANCE OF 200.00 FEET FOR A POINT OF BEGINNING

THENCE BY THE FOLLOWING COURSE: BEING THE CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, A DISTANCE OF 94.00 FEET, THENCE N88°20'48"W A DISTANCE OF 94.00 FEET, THENCE S00°00'01"E A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING

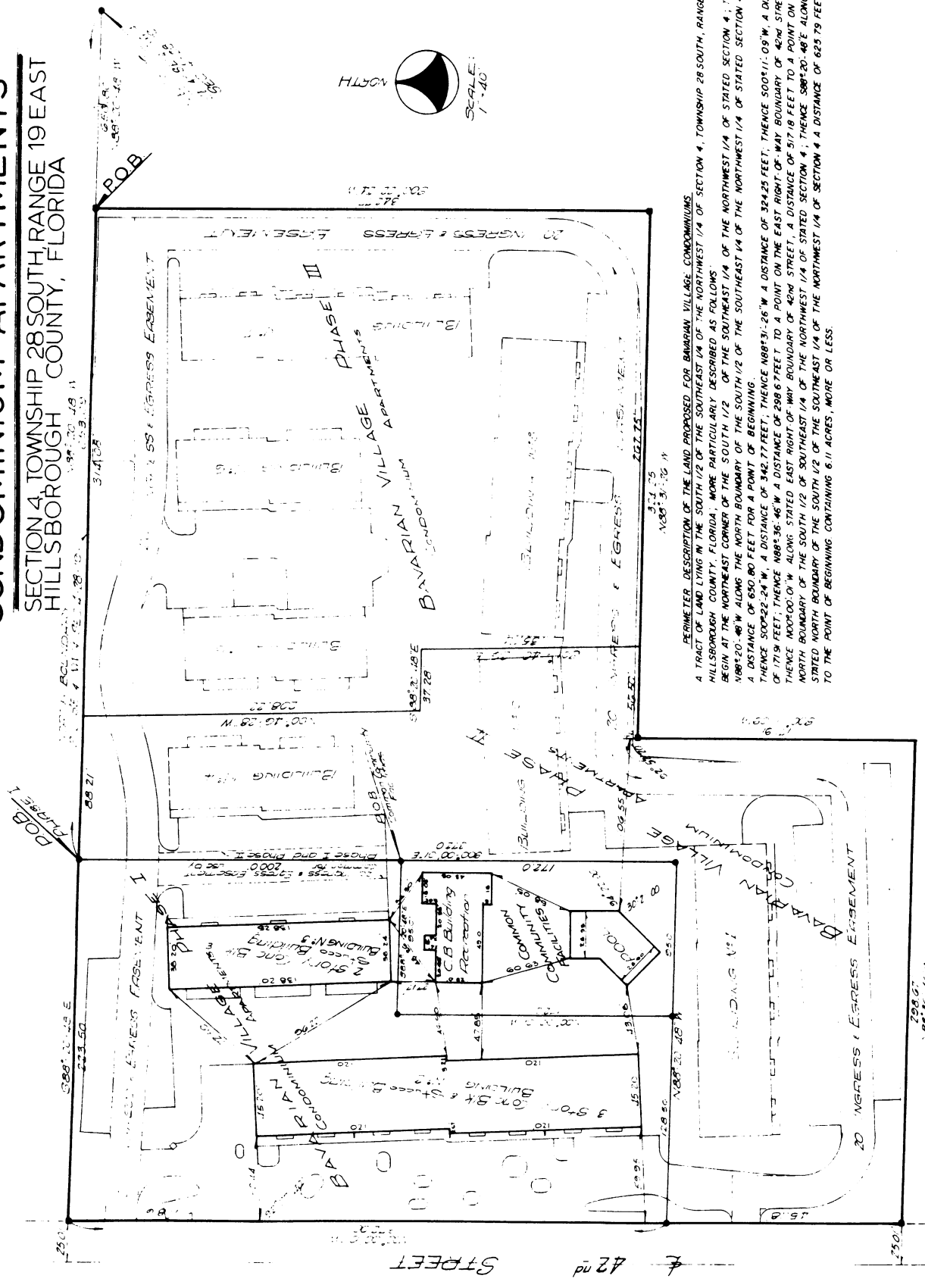
588' 20' 48" A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING

CONTAINING 0.37 ACRES, MORE OR LESS

U.B. ANDERSON *U.B. Anderson*
FLORIDA REGISTERED LAND SURVEYOR N° 2012

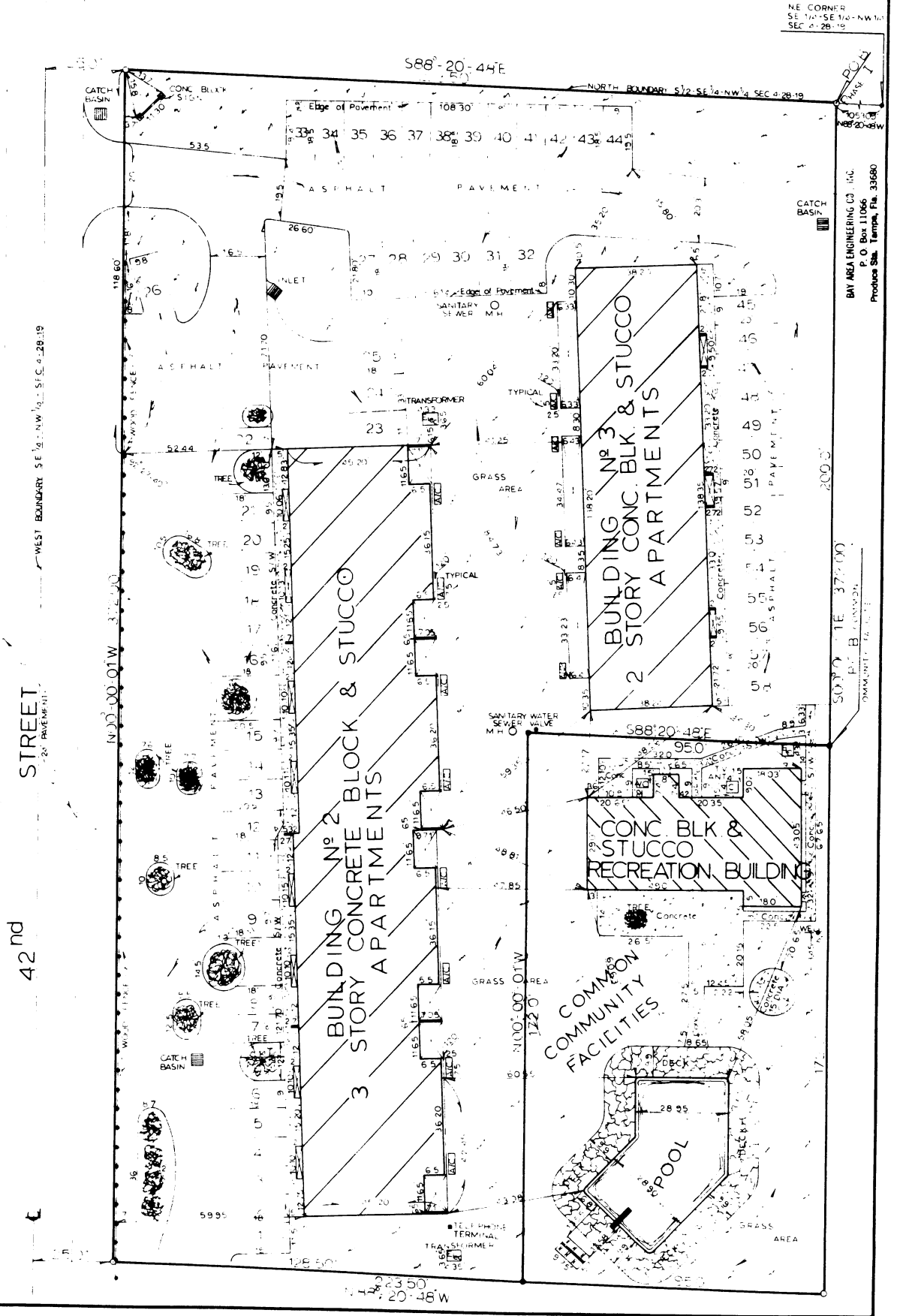
BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA



PERIMETER DESCRIPTION OF THE LAND PROPOSED FOR BAVARIAN VILLAGE CONDOMINIUMS
A TRACT OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS
BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF STATED SECTION 4, A DISTANCE OF 630.80 FEET FOR A POINT OF BEGINNING.
THENCE S00°22'-24" W, A DISTANCE OF 342.77 FEET; THENCE N08°31'-26" W A DISTANCE OF 324.25 FEET; THENCE S00°11'-03" W, A DISTANCE OF 171.9 FEET; THENCE N08°36'-46" W A DISTANCE OF 298.67 FEET TO A POINT ON THE EAST RIGHT-OF-WAY BOUNDARY OF 42ND STREET; THENCE S00°00'-0" W ALONG STATED EAST RIGHT-OF-WAY BOUNDARY OF 42ND STREET, A DISTANCE OF 517.18 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF STATED SECTION 4; THENCE S08°20'-48" E ALONG STATED NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 A DISTANCE OF 625.79 FEET TO THE POINT OF BEGINNING CONTAINING 6.11 ACRES, MORE OR LESS.

Scale: 1" = 20'

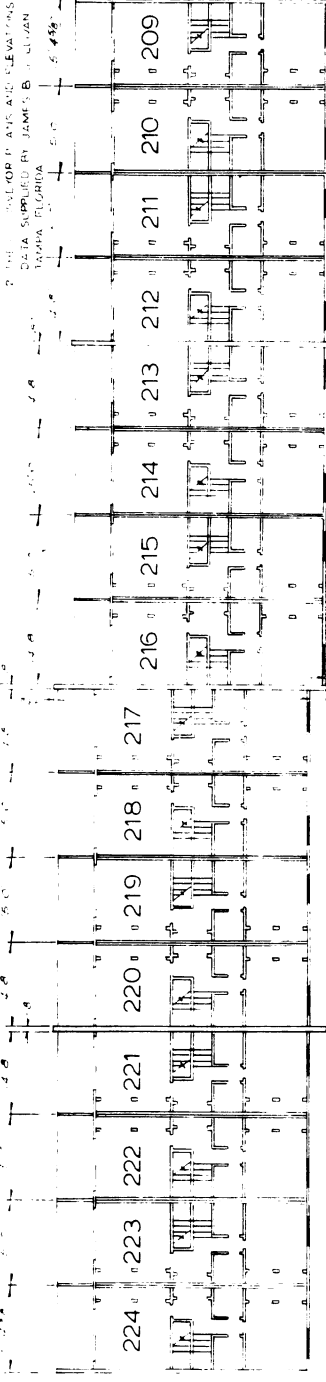


P. O. Box 11066
Produce Sta. Tampa, Fla. 33680

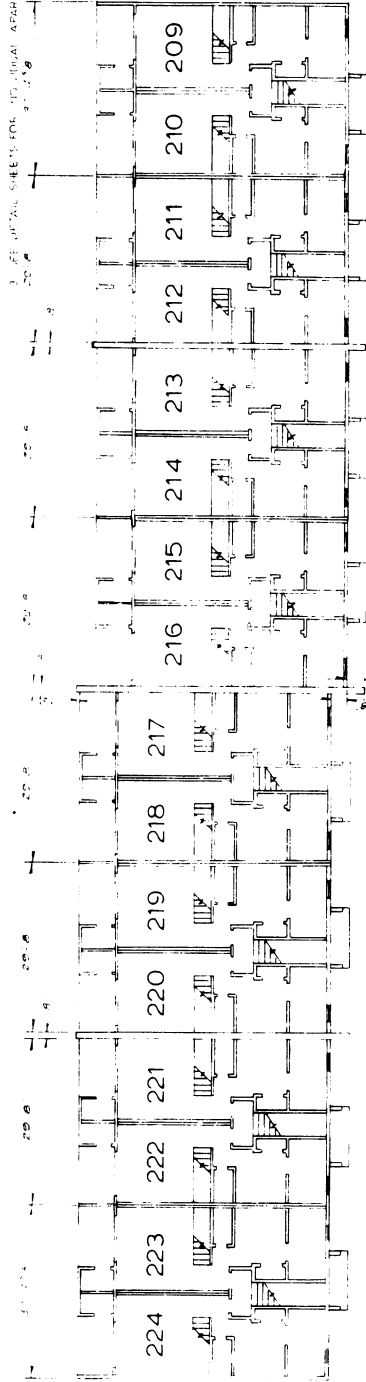
BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

SHEET 4 of 17

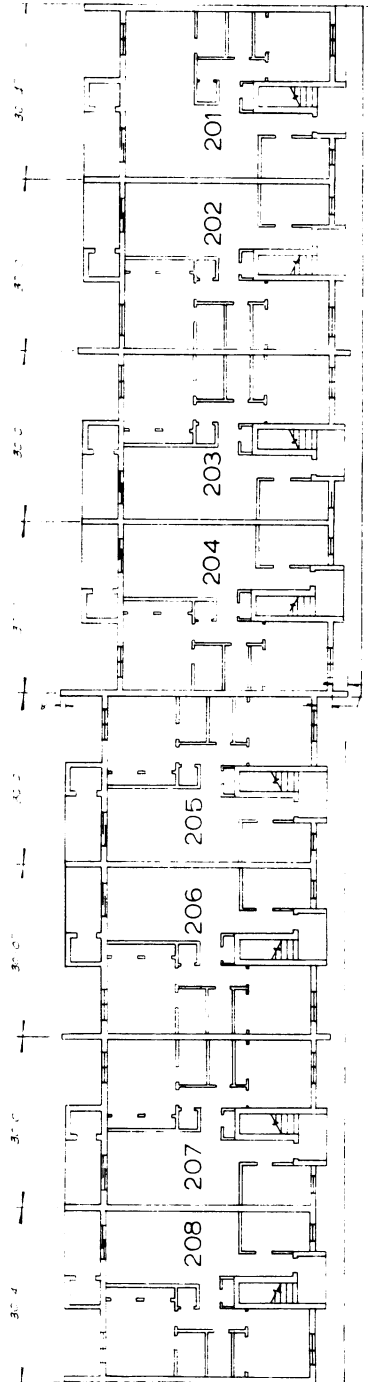
THESE DRAWINGS AND SPECIFICATIONS ARE SUBJECT TO ANY AND ALL
CHANGES THAT MAY BE REQUIRED DURING CONSTRUCTION.
THESE DRAWINGS AND SPECIFICATIONS ARE SUBJECT TO ANY AND ALL
CHANGES THAT MAY BE REQUIRED DURING CONSTRUCTION.
DATA SUPPLIED BY JAMES B. JAMES, AIA, 5311 1/2 N. BRASCA AVE. N.E.
TAMPA, FLORIDA 33634



BUILDING 2 (ALL TYPE 'F' UNITS) THIRD FLOOR



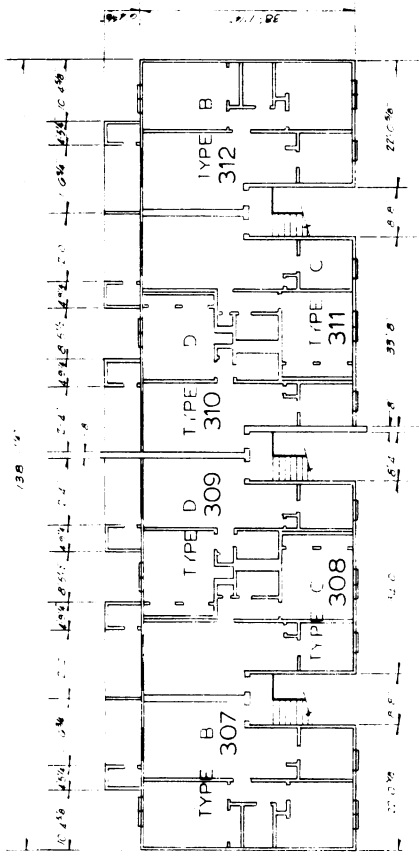
BUILDING 2 (ALL TYPE 'F' UNITS) SECOND FLOOR



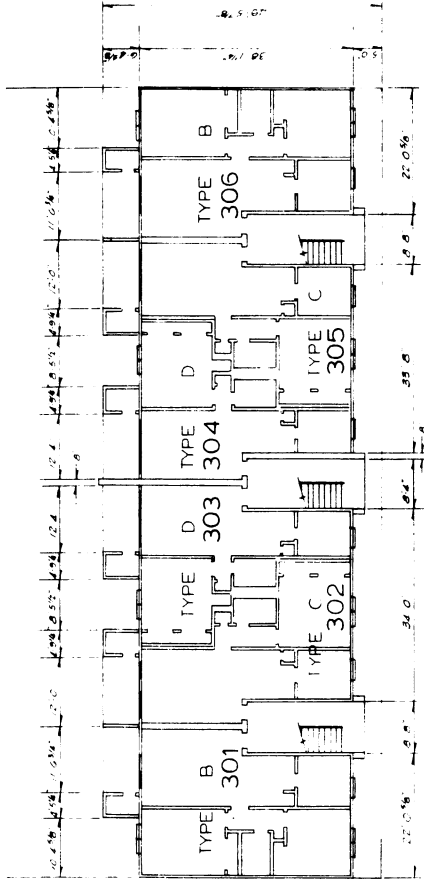
BUILDING 2 (ALL TYPE 'E' UNITS) FIRST FLOOR

BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

SHEET 5 of 17



BUILDING 3
REUTER CIRCLE
STRASSE CIRCLE
SECOND FLOOR



BUILDING 3
REUTER CIRCLE
STRASSE CIRCLE
FIRST FLOOR

- NOTES:
- 1. THE DIMENSIONS SHOWN HEREIN ARE SUBJECT TO SLIGHT VARIANCE WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
 - 2. THESE PLANS WERE PREPARED BY THE ARCHITECTS AND ENGINEERS ARE COMPLETED BY JAMES P. KELLEY, A.S.C.E., TAMPA, FLORIDA.
 - 3. SEE DETAIL SHEETS FOR FLOOR AND CEILING FINISHES.

BAVARIAN VILLAGE PHASE I
CONDOMINIUM APARTMENTS

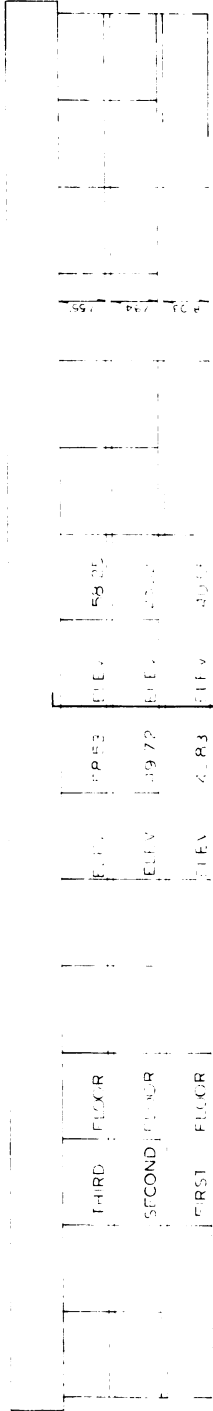
SHEET 6 of 17



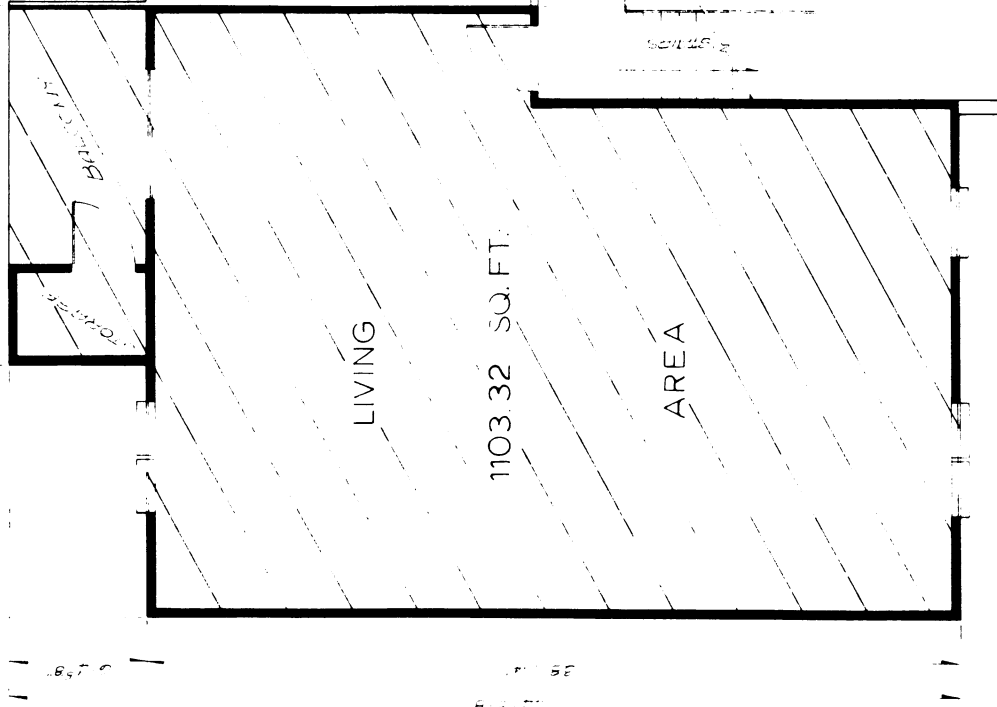
BUILDING 3 ELEVATIONS

NOTES:

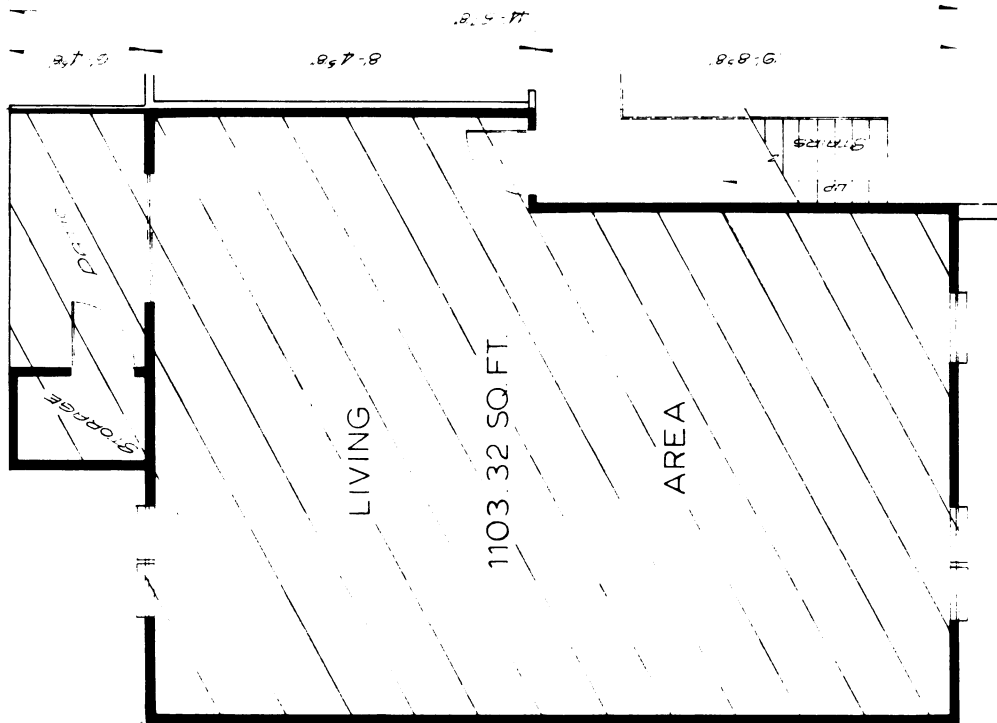
- 1. THE DIMENSIONS AS SHOWN HEREIN ARE SUBJECT TO SLIGHT VARIANCE WHICH MAY HAVE OCCURED DURING CONSTRUCTION.
- 2. THESE SURVEYOR PLANS AND ELEVATIONS ARE COMPILED FROM PLANS AND DATA SUPPLIED BY JAMES B. OJALA, A.A., 5313 2ND NEBRASKA AVENUE, TAMPA, FLORIDA.
- 3. ELEVATIONS BASED ON HILLSBOROUGH COUNTY DATUM.



BUILDING 2 ELEVATIONS



TYPE 'A' UNIT SECOND FLOOR
SCALE 1/4" = 1'-0"

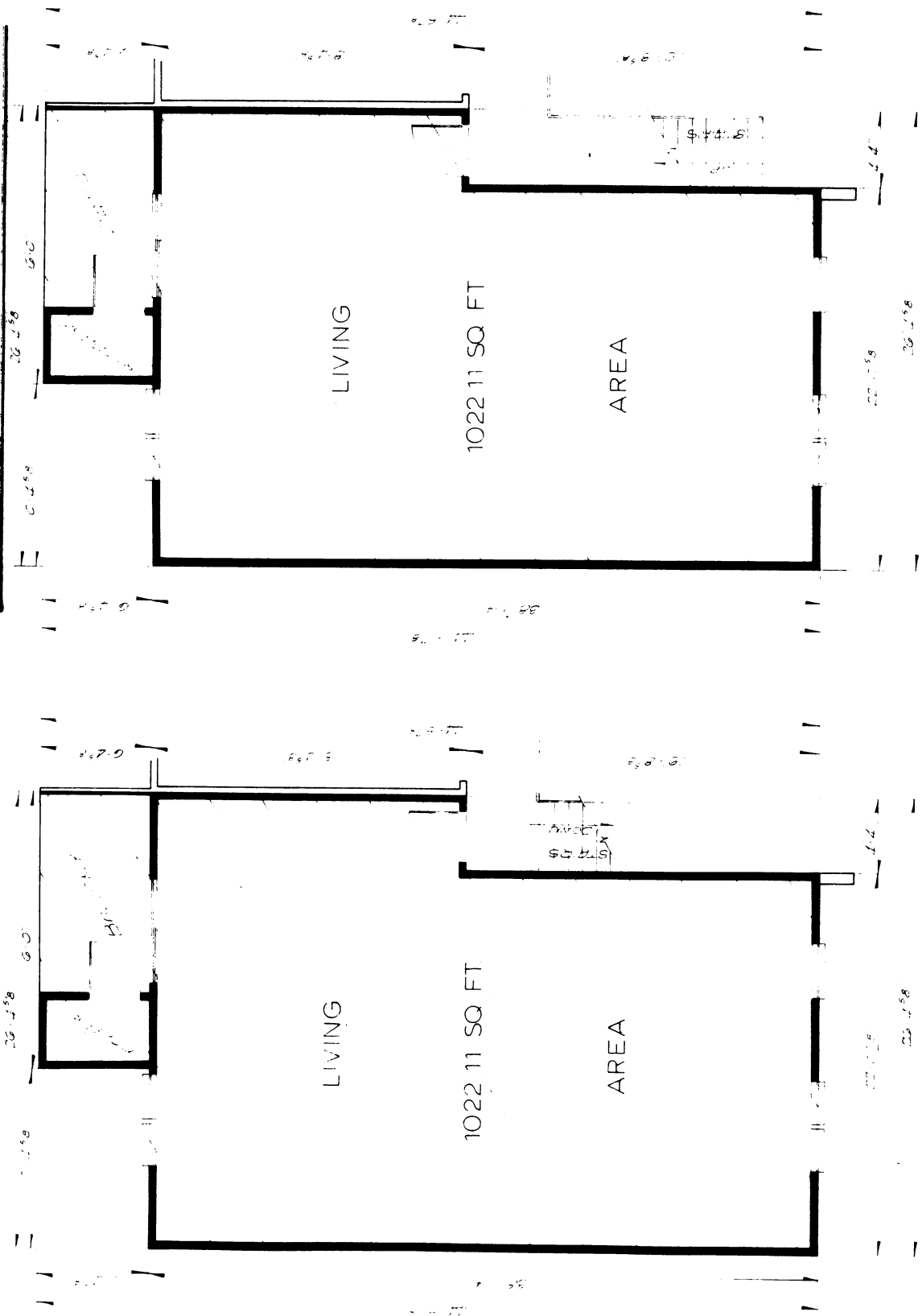


TYPE 'A' UNIT FIRST FLOOR
SCALE 1/4" = 1'-0"

BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

BAY AREA ENGINEERING CO., INC.
P. O. Box 11046
Tampa, Fla 33680

BAVARIAN VILLAGE PHASE I
CONDOMINIUM APARTMENTS



TYPE 'B' UNIT FIRST FLOOR
SCALE

TYPE 'B' UNIT SECOND FLOOR
SCALE

TYPE 'D' UNIT

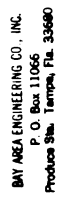
2

TYPE 'D' UNIT

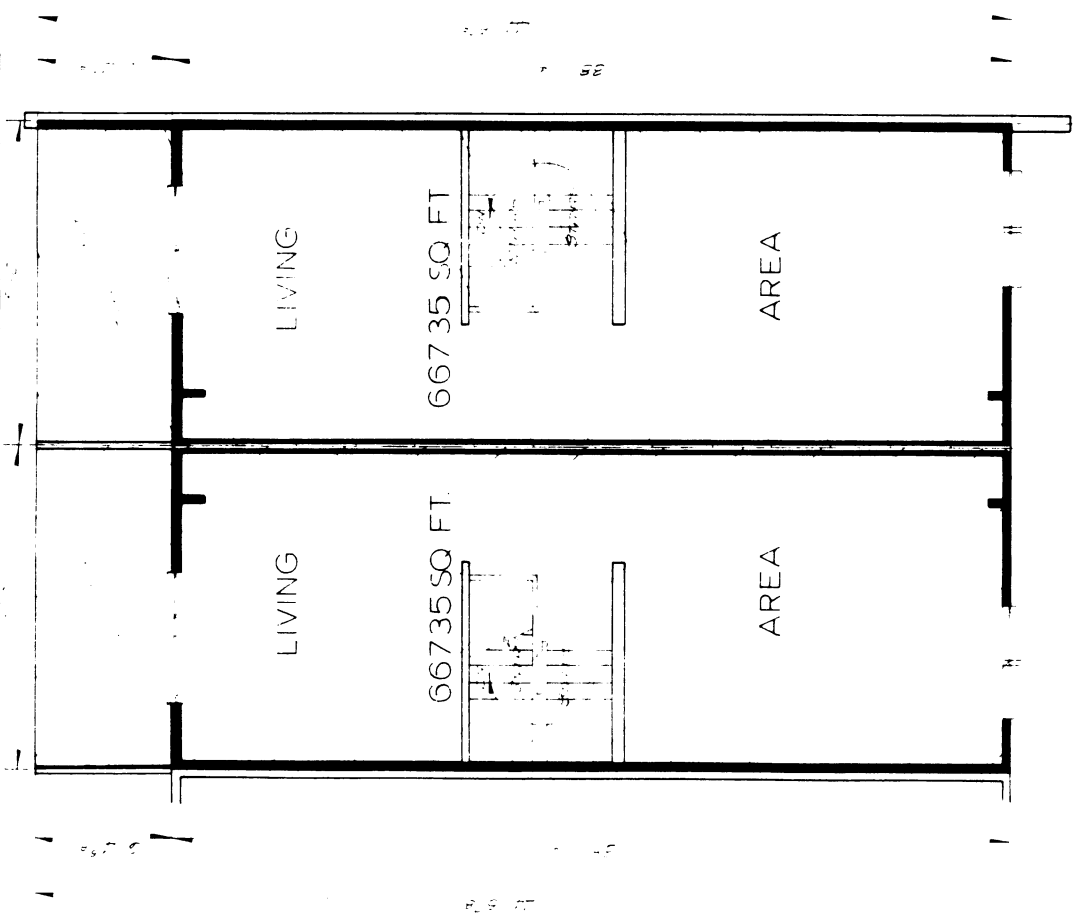
IDENTICAL SCALE 14-1-0

BAY AREA ENGINEERING CO., INC.
P. O. Box 11066
Produce Sta. Tampa, Fla. 33680

SHEET 10
of 17

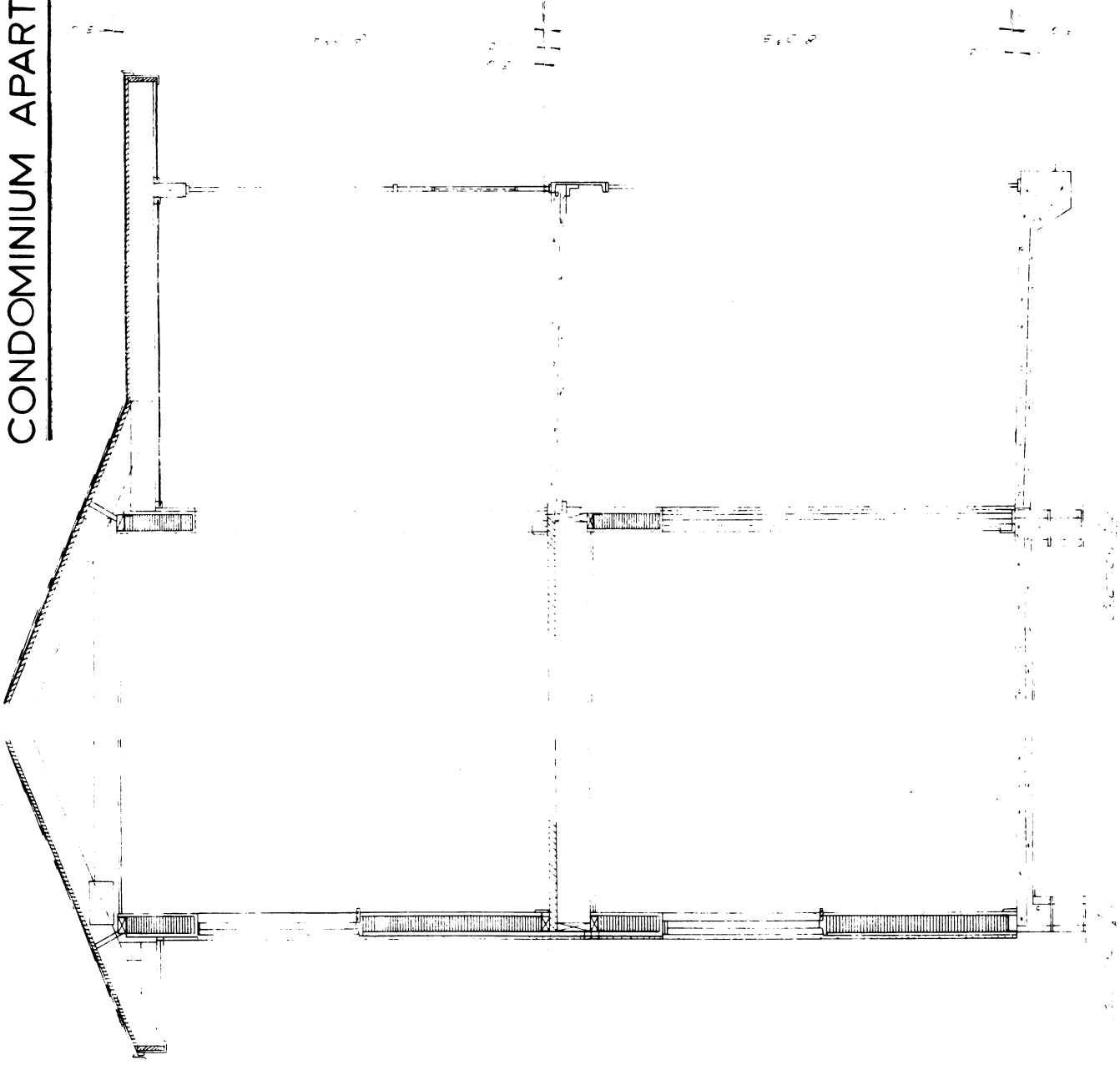


SHEET 11
 of 17
BAVARIAN VILLAGE PHASE I
CONDOMINIUM APARTMENTS

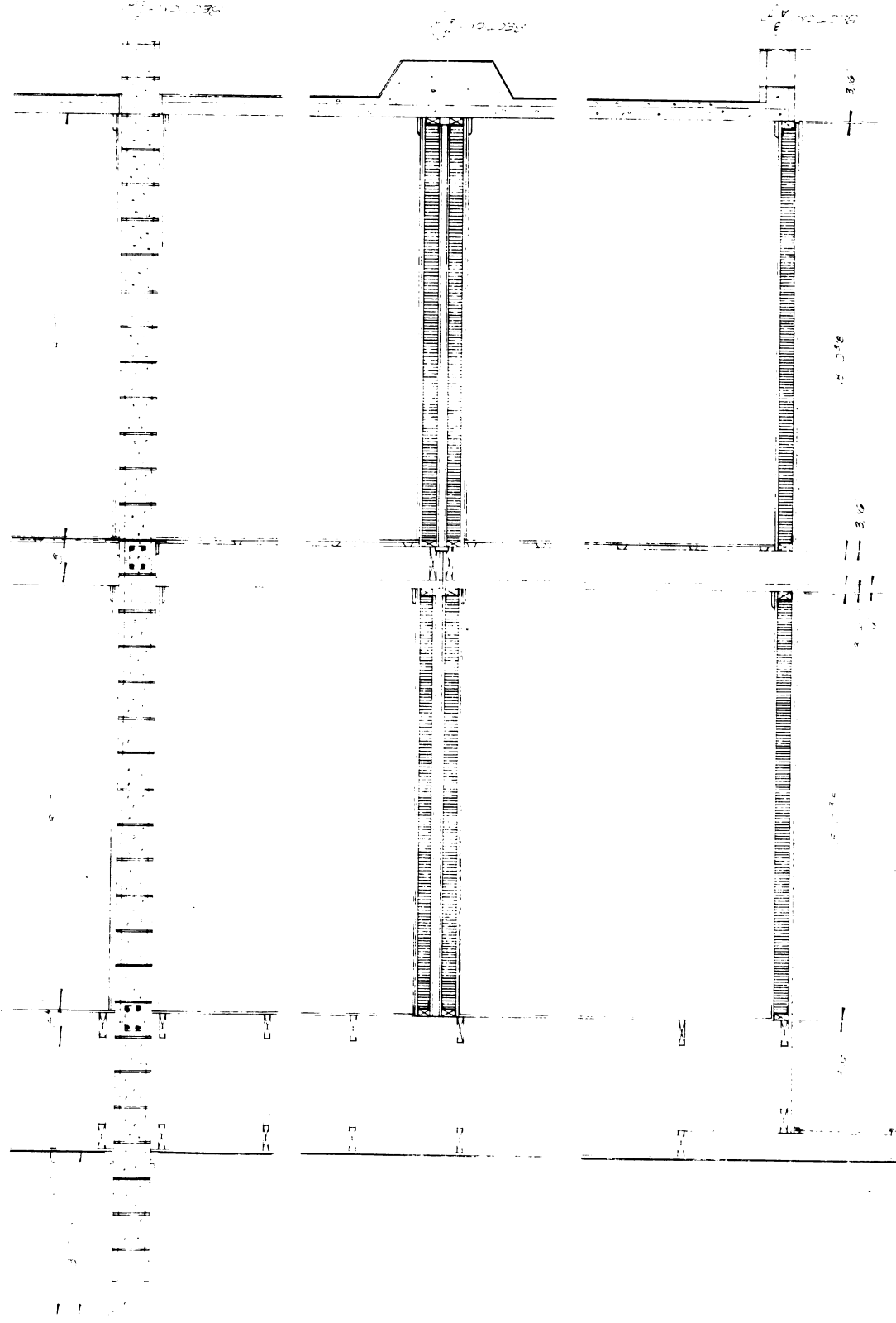


TYPE 'F' UNIT
 THIRD FLOOR
 TYPE 'F' UNIT

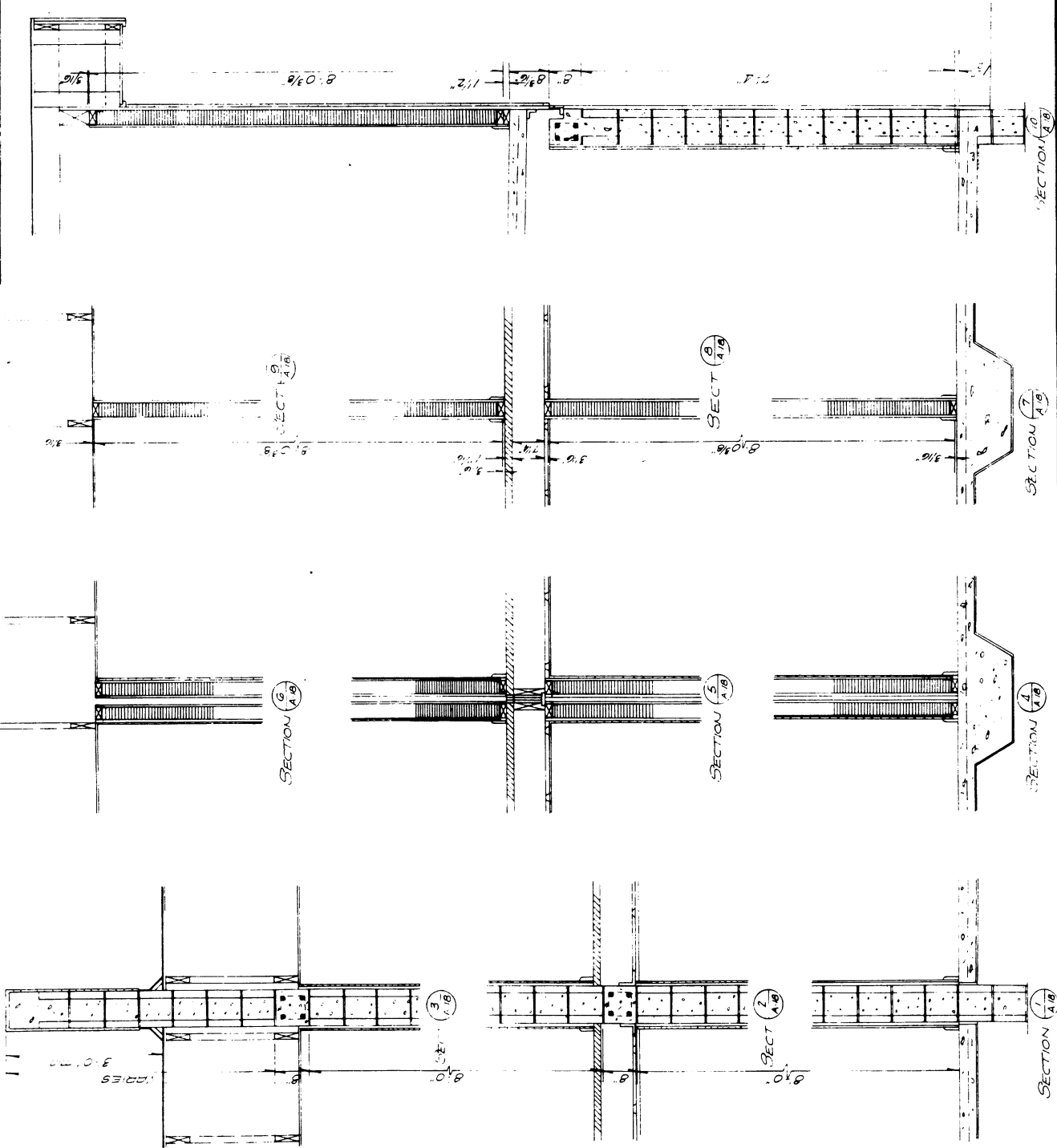
BAVARIAN VILLAGE PHASE CONDOMINIUM APARTMENTS



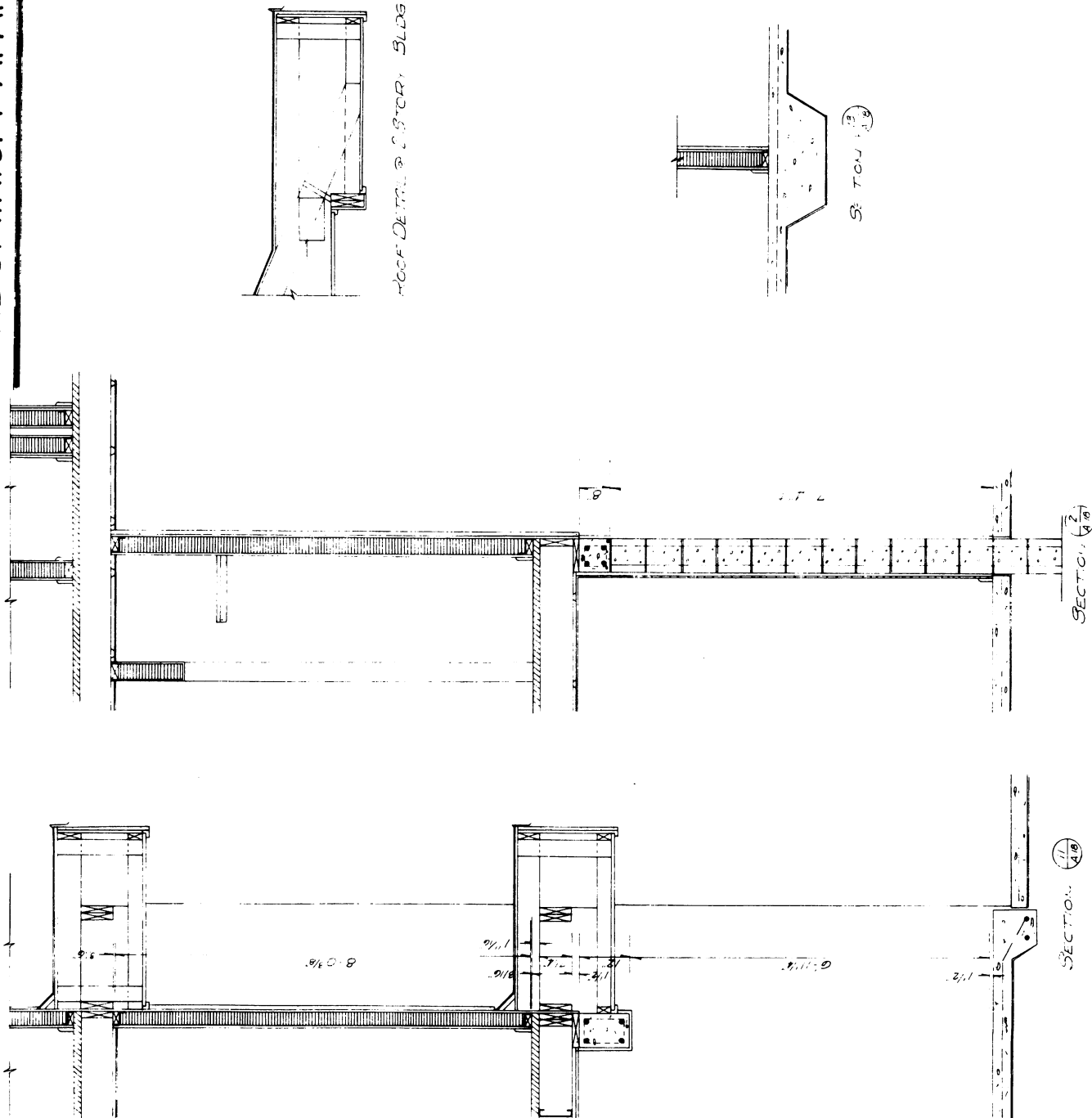
BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS



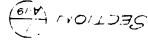
BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS



BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS



SHEET 16
of 17



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BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

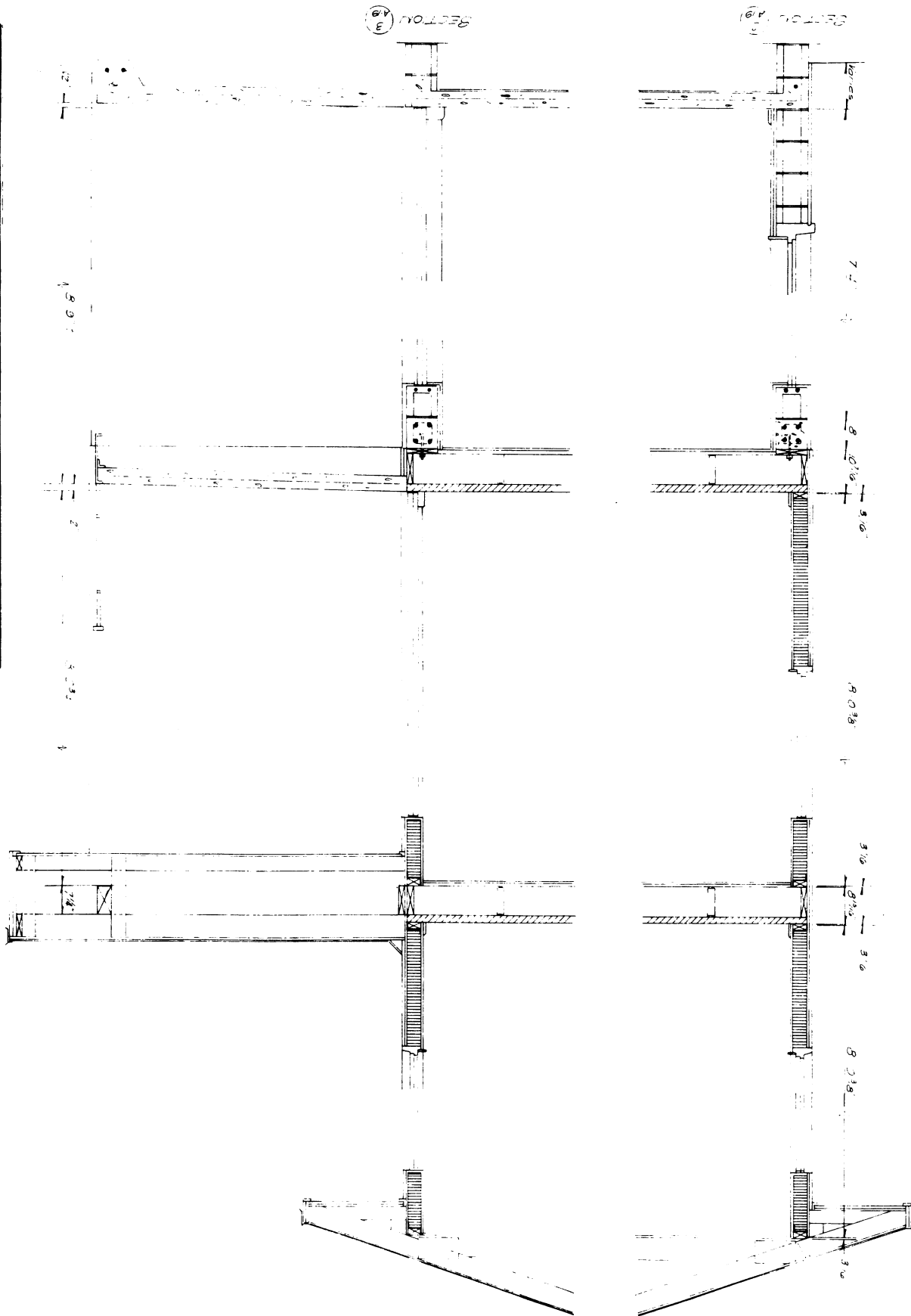


EXHIBIT D

CERTIFICATE OF AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

(A corporation not for profit)

OFF. REC. 3008 PG 1495

WE, the undersigned, M. T. WILLIS, JAMES L. ERSKINE, and CHARLES V. MAYNARD, do hereby certify that we are the President, Vice President/Secretary, and Vice President/Treasurer respectively of BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation; that on the 1st day of April, 1975, the Board of Directors and the Incorporators of said corporation duly passed and adopted a resolution in the following words, to-wit:

WHEREAS, it is desirable that the Directors and Incorporators of BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC., wish to amend the Certificate of Incorporation of said corporation, now therefore,

BE IT RESOLVED that the Certificate of Incorporation of BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC., filed with the Secretary of State of the State of Florida, on the 2nd day of May, 1974, be and the same is hereby amended to read as follows:

ARTICLES OF INCORPORATION

OF

BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person, competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

1. Name and Place of Business. The name of the corporation is BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC., and the place

of business shall be in Tampa, Hillsborough County, Florida.

2. Purpose. The Corporation is organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a Condominium Association, as referred to and authorized by Section 711.12, Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of condominiums, in Hillsborough County, Florida, known as BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS, BAVARIAN VILLAGE, PHASE II, CONDOMINIUM APARTMENTS, and BAVARIAN VILLAGE, PHASE III, CONDOMINIUM APARTMENTS. Said condominiums whereby the same have or will be created are herein called "Declarations".

3. Qualifications of Members and Manner of Admission. The members of the corporation shall constitute all the record owners of residential condominium units, BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS, BAVARIAN VILLAGE, PHASE II, CONDOMINIUM APARTMENTS, and BAVARIAN VILLAGE, PHASE III, CONDOMINIUM APARTMENTS. After receiving the approval of the corporation, as required under the Declaration, change of membership in this corporation shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the corporation of a certified copy of each instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such condominium unit shall be thereby terminated.

4. Terms. The existence of the corporation shall be perpetual unless the condominiums are terminated pursuant to the provisions of their Declarations and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. Names and Residences of Incorporators.

JAMES L. ERSKINE	5420 North 59th Street Tampa, Florida 33601
M. T. WILLIS	5420 North 59th Street Tampa, Florida 33601
CHARLES V. MAYNARD	5420 North 59th Street Tampa, Florida 33601

6. Directors and Officers. The affairs of the corporation shall be managed by its Board of Directors. The officers of the corporation shall be a President, Vice President-Secretary, Vice President-Treasurer, which officers shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Sections 11.3 and 11.4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declarations of Condominium of BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS, BAVARIAN VILLAGE PHASE II, CONDOMINIUM APARTMENTS and BAVARIAN VILLAGE PHASE III CONDOMINIUM APARTMENTS, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

7. Names of Officers.

President	M. T. WILLIS
Vice President and Secretary	JAMES L. ERSKINE
Vice President and Treasurer	CHARLES V. MAYNARD

8. Board of Directors. The Board of Directors shall consist of more than three (3) persons, the exact number to be determined by the members, and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

JAMES L. ERSKINE	5420 North 59th Street Tampa, Florida 33601
M. T. WILLIS	5420 North 59th Street Tampa, Florida 33601
CHARLES V. MAYNARD	5420 North 59th Street Tampa, Florida 33601
ARTHUR D. PEPIN	5420 North 59th Street Tampa, Florida 33601

9. By-Laws. The original By-Laws are to be made by the Board of Directors and/or declarer under such Declarations. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment.

10. Amendment to Articles. The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than seventy-five percent (75%) of the entire membership of the Board of Directors and seventy-five percent (75%) of the members of the Association, or by not less than eighty percent (80%) of the votes of the entire membership of the Association. Any amendment to these Articles will be voted upon only after notice of any meeting as required by the By-Laws of the corporation.

11. Powers. The corporation shall have all the following powers:

a. Section 617.021. All the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 711, Florida Statutes

b. Chapter 711. All the powers of an association as set forth in Chapter 711, Florida Statutes.

c. Leaseholds. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit to the unit owners.

d. Management. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declarations and/or By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

e. Acquisition of Condominium Units. To acquire by purchase or otherwise, condominium units, of the Condominium, subject nevertheless, to the provisions of the Declarations and/or By-Laws relative thereto.

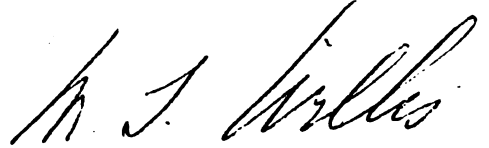
f. Operations. To operate and manage the Condominiums in accordance with the sense, meaning, direction, purpose and intent of the Declarations as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declarations and/or By-Laws.

g. Operation of Common Community Facilities. To operate and manage the interest in the Common Community Facilities, whether that interest shall be as a tenant in common or otherwise, and which Common Community Facilities might include, but are not limited to the recreational facilities adjacent to the Condominiums. If more than one (1) condominium shall be an owner

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of the Common Community Facilities, the expense of operation and any surpluses would be apportioned by the Association to the Condominiums as per their percentage of ownership.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals, this 4th day of April, 1975.



M. T. WILLIS



JAMES L. ERSKINE

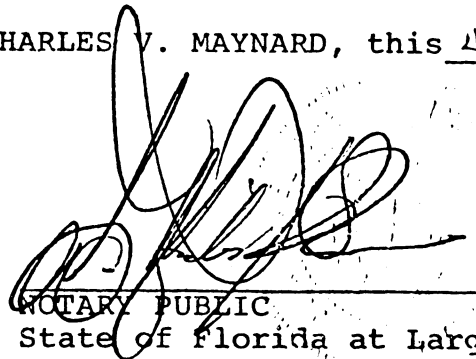


CHARLES V. MAYNARD

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by M.T. WILLIS, JAMES L. ERSKINE and CHARLES V. MAYNARD, this 4th day of April, 1975.



NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 20, 1977
BONDED THIRD GENERAL INSURANCE UNDERWRITERS

CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED.

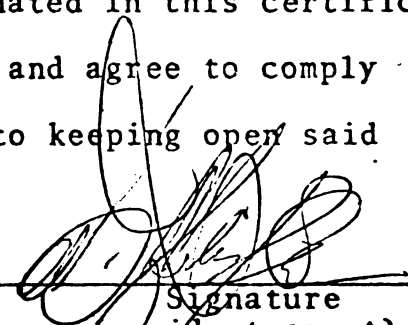
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REC. 3008 PG 1501

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted, in compliance with said Act:

First--That BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.
(Name of Corporation)
desiring to organize under the laws of the State of Florida
(Florida)
with its principal office, as indicated in the articles of
incorporation at City of Tampa County
(City)
of Hillsborough, State of Florida
(County) (State)
has named J. MICHAEL SHEA, Attorney at Law
(Name of Resident Agent)
located at 316 1/2 Franklin St., P.O. Box 2742
(Street address and number of building,
Post Office Box address not acceptable)
City of Tampa, County of Hillsborough
(City) (County)
State of Florida, as its agent to accept service of process
within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply
with the provision of said Act relative to keeping open said
office.

By 
Signature
(resident agent)
J. MICHAEL SHEA

Corp 83
8-17-73

EXHIBIT E
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BY - LAWS

OF
BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

A Florida Non-Stock, Non-Profit
Membership Corporation

ARTICLE I. GENERAL

Section 1 - The Name. The name of the Corporation shall be BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Corporation shall be at 5402 North 59th Street, Tampa, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3 - Definitions. As used herein, the term "Corporation" shall be the equivalent of "Association" as defined in the Declarations of Condominium of BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS, BAVARIAN VILLAGE PHASE II CONDOMINIUM APARTMENTS, and BAVARIAN VILLAGE PHASE III CONDOMINIUM APARTMENTS, and all other words as used herein shall have the same definitions as attributed to them in said Declarations of Condominiums.

Section 4 - Identity. That in addition to the within By-Laws being the By-Laws of BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS, BAVARIAN VILLAGE PHASE II CONDOMINIUM APARTMENTS, and BAVARIAN VILLAGE PHASE III CONDOMINIUM APARTMENTS, these By-Laws are established pursuant to Section II, of the Florida Condominium Act, Chapter 711, Florida Statutes, and are hereby annexed to and made a part of the Declaration of Condominium of BAVARIAN VILLAGE, PHASE I, CONDOMINIUM APARTMENTS.

ARTICLE II. DIRECTORS

Section 1 - Number and Term. The number of directors who shall constitute the whole Board shall be more than three (3). Until succeeded by Directors elected at the First Annual Meeting of Members, Directors need not be members; thereafter, all Directors shall be Members. Within the limits above specified, the number of Directors shall be determined by the Members at the Annual Meeting. The Directors shall be elected at the

Annual Meeting of the Members, and each Director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2 - Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3 - Removal. Directors may be removed for cause by an affirmative vote of a majority of the Members. No Director shall continue to serve on the Board if, during his term of office, his membership in the Corporation shall be terminated for any reason whatsoever.

Section 4 - First Board of Directors. The first Board of Directors shall hold office and exercise all powers of the Board of Directors until majority control is released by the Developer, anything herein to the contrary notwithstanding; provided any or all said Directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 5 - Powers. The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statutes, the Certificate of Incorporation or the Declarations to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due.

B. To use and expand the assessments collected; to maintain, care for and preserve the units and Condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owners as possible in connection with such maintenance, care and preservations.

E. To insure and keep insured said Condominium property in the manner set forth in the Declarations against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declarations.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth.

H. To make reasonable rules and regulations for the occupancy of the Condominium parcels.

Section 6 - Meetings.

A. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board of Directors shall be held at the place where general Members' Meetings are, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special Meetings of the Board may be called by the President on five (5) days' notice to each Director. Special Meetings shall be called by the President or Secretary in a

like manner and on like notice on the written request of three (3) Directors.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

Section 7 - Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll Call.
- B. Reading of the minutes of last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

Section 9 - Control. Transfer of control from the Developer to the Association shall be as provided in F.S.A. 711.66

ARTICLE III. OFFICERS

Section 1 - Executive Officers. The executive officers of the corporation shall be President, Vice President and Treasurer, and Vice President and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary nor an Assistant Secretary of the corporation. If the Board so determines, there may be more than one (1) Vice President.

Section 2. - Appointive Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3 - Election. The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Vice President/Treasurer, and a Vice President/Secretary, none of whom, except the President, need be a member of the Board.

Section 4 - Term. The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5 - The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and Directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same is required or permitted by law to be otherwise signed and executed, and except where signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6 - The Vice President/Secretary. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors. He shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the corporation's books, records and papers except those kept by the Vice President/Treasurer. He shall have custody of the seal of the Association.

Section 7 - The Vice President/Treasurer. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors. He shall also have the following duties:

A. He shall have custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 11 (7) (B) of the Condominium Act.

B. He shall disburse the funds of the corporation as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

C. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

D. He shall give status reports to potential transferees, on which reports the transferees may reply.

Section 8 - Vacancies. If the office of any Directors, or of the President, Vice President and Secretary, Vice President and Treasurer, or one or more become vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 9 - Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV. MEMBERSHIP

Section 1 - Stock Certificates. There shall be no stock certificates issued by the corporation.

Section 2 - Transfers. Transfers of membership shall be made only on the books of the corporation and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Vice President/Secretary of the corporation. Transferor, in such instance, shall automatically be no longer a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the Condominiums, and such transfers shall be subject to the procedures set forth in the Declarations.

Section 3 - Voting Members. That members designated by the owner or owners, as recorded in the Public Records of Hillsborough County, Florida, of BAVARIAN VILLAGE PHASE I CONDOMINIUM

APARTMENTS, BAVARIAN VILLAGE PHASE II CONDOMINIUM APARTMENTS, and BAVARIAN VILLAGE PHASE III CONDOMINIUM APARTMENTS, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Vice President/Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Vice President/Secretary.

A. An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

B. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Vice President/Secretary prior to a Members' Meeting, will result in depriving such owner of a single condominium parcel of a vote at such meeting.

C. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4 - Corporate Owners. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person, who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declarations.

Section 5 - Phase Development. Bavarian Village, condominiums, are a proposed development to be completed in three (3) phases, and each phase is to be a separate condominium. As each condominium is added to the development, the unit owners of the additional condominiums shall automatically become members of the Association.

ARTICLE V. MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. The first Annual Meeting of the Members of the Corporation shall be held on the first day of April, of the first year after the control of the Association is turned over to the apartment owners, unless sooner callable in accordance with the provisions of the Articles of Incorporation.

A. Regular Annual Meetings subsequent to the first annual meeting shall be held on the first day of April of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

Section 3 - Membership List. At least ten (10) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Vice President/Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any Member throughout such time.

Section 4 - Special Meetings.

A. Special Meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Vice President/Secretary at the request, in writing, of ten (10) Members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a Special Meeting of Members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5 - Right to Vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting, or subsequent adjourned meetings thereof.

Section 6 - Vote Required to Transact Business. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declarations, the Certificate of Incorporation, or of these By-Laws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 7 - Quorum. Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statutes, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present, or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8 - Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI. NOTICES

Section 1 - Definition. Whenever, under the provisions of the Statutes, the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the corporation. In addition, meetings of the Board of Directors shall be open to all apartment owners and notice of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of the apartment owners except in an emergency.

Section 2 - Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Statutes, the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII. FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2 - Checks. All checks or demands for money and notes of the corporation shall be signed by any two (2) of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers, or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII. SEAL

Section 1 - Corporate Seal. The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the word "non-profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

ARTICLE IX. MISCELLANEOUS RULES

Section 1 - Rules and Regulations. In addition to the other provisions of these By-Laws, the following rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium units and the conduct of all residents thereof.

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium units shall be consistent with existing laws, these restrictions and so long as such use does not constitute a nuisance.

D. Condominium units may not be used for business use, nor for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced nor misused in any manner.

F. No structural changes or alterations shall be made, in any unit, except upon approval of the Board of Directors.

ARTICLE X. DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on

behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors, or Manager acting on behalf of the corporation or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

A. If an action of foreclosure is brought against the owner of the condominium parcel for the nonpayment of monies due the corporation, and as a result thereof the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and member ship shall be issued to the purchaser at the foreclosure sale.

B. If the corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

Section 2 - Violation of Declaration of Condominium. In the event of violation of the provisions of the enabling Declarations, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

A. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the

plaintiff's reasonable attorneys' fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation, and regardless of the intent of all owners of condominium parcels to give to the corporation a method and procedure which will enable it to all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI. REGISTERS

Section 1. - Register. The Secretary of the corporation shall maintain a register in corporate office showing the names and addresses of members.

Section 2 - Transfer fee. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of \$50.00, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3 - Mortgage Register. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or pledged or mortgaged condominium parcel may, but is not obligated, to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declarations, copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XII. SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owner unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Hillsborough County, State of Florida, or the United States of America.

ARTICLE XIII. AMENDMENT OF BY-LAWS

Section 1 - Amendments. The By-Laws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XIV. CONSTRUCTION

Section 1 - Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter singular or plural, whenever the context so requires. Should any of the covenants herein imposed by void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

BAVARIAN VILLAGE
CONDOMINIUM ASSOCIATION, INC.

BY: M. J. Morris
President

Attest:

BY: James L. Erskine
Secretary

OFF. REC. 3008 PG 1515
EXHIBIT F

BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

PERCENTAGE OF COMMON ELEMENTS

<u>UNIT NO.</u>	<u>PHASE I</u>
201	2.8945
202	2.8945
203	2.8945
204	2.8945
205	2.8945
206	2.8945
207	2.8945
208	2.8945
209	3.1575
210	3.1575
211	3.1575
212	3.1575
213	3.1575
214	3.1575
215	3.1575
216	3.1575
217	3.1575
218	3.1575
219	3.1575
220	3.1575
221	3.1575
222	3.1575
223	3.1575
224	3.1575
301	2.4973
302	2.0647
303	2.0190
304	2.0190
305	2.0647
306	2.4973
307	2.4973
308	2.0647
309	2.0190
310	2.0190
311	2.0647
312	2.4973
TOTAL	100

EXHIBIT G

BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS

PERCENTAGES OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

<u>UNIT NO.</u>	<u>PHASE I</u>
201	2.59815
202	2.59815
203	2.59815
204	2.59815
205	2.59815
206	2.59815
207	2.59815
208	2.59815
209	2.82910
210	2.82910
211	2.82910
212	2.82910
213	2.82910
214	2.82910
215	2.82910
216	2.82910
217	2.82910
218	2.82910
219	2.82910
220	2.82910
221	2.82910
222	2.82910
223	2.82910
224	2.82910
301	2.82910
302	2.82910
303	2.82910
304	2.82910
305	2.82910
306	2.82910
307	2.82910
308	2.82910
309	2.82910
310	2.82910
311	2.82910
312	2.82910
TOTAL	1.00000

MANAGEMENT AGREEMENT

BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

THIS AGREEMENT made and entered into this 24th day of April, 1975, A.D., by and between TENNI-CONDO UTILITY & MANAGEMENT COMPANY, INC., a Florida corporation (hereinafter referred to as "Manager"), and BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Association is the governing body for BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS, located at 5420 North 59th Street, Tampa, Florida; and

WHEREAS, Manager is a Florida corporation duly authorized to manage and operate a condominium on behalf of the Association; and

WHEREAS, the Parties desire to provide for the maintenance and operation of the condominium by Manager; and

WHEREAS, BAVARIAN VILLAGE CONDOMINIUMS is part of a larger project being developed by GOLFVIEW LTD., hereinafter known as "Developer", and will own an undivided interest in and a non-exclusive use of common community facilities, including a recreational area, as more particularly described in Declaration of Condominium in common with developer and other condominium associations and possibly other legal entities, all as more particularly set forth in said Declaration of Condominium; and

WHEREAS, Developer and Association, as owners of an undivided interest in said recreation area and other common community facilities are obligated for the maintenance, operation, repair and replacement of same pursuant to the terms and provisions of the Declaration of Condominium and this Agreement.

NOW THEREFORE, in consideration of mutual covenants between the parties running, and ONE DOLLAR (\$1.00), each to the other in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the parties covenant and agree as follows:

PART ONE

I.

Part One of this Agreement shall only pertain to the management and operation of the condominium by Manager.

II.

That the Association hereby employe Manager to manage the condominium and to render certain services to the Association, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties and render the services, and to receive as payment therefor the moneys hereinafter provided for.

III.

OFF. REC. 3008 PG 1518

The term of this Agreement shall commence the first day of the month immediately following the recording of the Declaration of Condominium and shall continue for a minimum period of five (5) years unless the unit owners terminate sooner pursuant to the provisions of Section 711.66(5) of the Condominium Act. After the five (5) years, provided same has not been sooner cancelled, the term shall automatically be extended year to year provided, however, that either party may cancel this Agreement upon written notice given to the other party prior to the end of any successive annual period thereafter, unless unit owners elect to terminate during any such extended annual term pursuant to Section 711.66(5).

IV.

Duties of Manager:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall, as the agent of the Association, collect from each of the unit owners their respective monthly maintenance assessment for common expenses and deposit same in a special account to be used for the use and benefit of the Association, all as provided for herein. Manager shall pay from said special account, or accounts, all of the obligations of the Association as provided for in the operating budget, to the extent of the moneys received by it from the Association members. Manager shall submit to the Treasurer of the Association monthly a statement showing all delinquent payments owed by the members, and will prepare and submit to the Treasurer of the Association an annual statement showing all collections and disbursements, together with the balances in the special account, or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities.

V.

Among other items, Manager shall pay from the special account, or accounts, the following items: all utility bills incurred by the Association, including electricity, sewer, water, and trash, insurance premiums, the management fee to be paid to Manager pursuant to the terms hereof.

VI.

In addition to the above and foregoing, Manager shall further furnish, supply, render and/or contract for, the following services for and on behalf of the Association: building maintenance, including bulb replacement in the public areas, and janitorial services, and maintenance, ground care, necessary legal and accounting services, payroll taxes and workmen's compensation insurance.

In connection with the foregoing, and in consideration of the management fee reserved to Manager herein, Manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

Manager agrees that its books and records pertaining to the Association shall be open to inspection at any reasonable time by the officers of the Association, upon the request of such officers.

VII.

OFF. REC. 3008 PC1519

Manager shall receive as compensation for its services for Part One hereof, the sum of One Hundred Eighty Dollars (\$180.00) per month, payable monthly in advance.

VIII.

The Association agrees that it will assess its members annually a sum sufficient to equal the annual budget adopted from year to year, and will instruct its members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this Agreement. Said assessments shall be payable monthly in advance.

In the event that at the end of each budget year (except for the first two (2) years) the Manager has expended less than the total budgeted amount set forth in the operating budget attached hereto as Exhibit A, Manager shall continue to hold such sums for the use and benefit of the Association, and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the directors in connection with the preparation of each annual budget.

Manager, being the developer of the condominium, agrees that it will operate and maintain the condominium property in accordance with the terms hereof at its costs and expenses for the first two (2) years of the term hereof, and the Association agrees that in consideration therefor Manager shall receive all monthly maintenance assessments for the first two (2) years and that no accounting shall be required of Manager.

IX.

All moneys received by Manager pursuant to the terms of this Agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by Manager.

X.

During the terms of this Agreement, Manager shall have the exclusive right of hiring, firing and supervising all of the Association's personnel, the selection and supervision of various subcontractors from time to time needed, and the placing of all insurance the Association is required to place or keep in force by its By-Laws, Declaration or Articles of Incorporation.

XI.

The parties hereto acknowledge and agree that the Association, as provided in its Declaration of Condominium and By-Laws, has no responsibility to its members for the maintenance and repair of the interior of the individual members' units; nor for the maintenance, repair or replacement of the individual apartment owners' fixtures and/or appliances, including the owners' air conditioning system; nor is the Association responsible for the payment of the utilities individually and separately metered to the respective members' apartment; and the parties hereby specifically exclude Manager from any responsibility in connection with the above mentioned items, except that Manager agrees that it will seek to aid any member in the enforcement of warranties given by third parties.

The Association agrees to indemnify and save harmless Manager from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection therewith agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

XII.

Each unit owner shall separately pay all taxes levied or assessed against the respective owner, together with any mortgage payments due on mortgages encumbering owners' respective units.

XIII.

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the condominium in a first class manner as would be expected of an efficient apartment building operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of the Declaration of Condominium and exhibits thereto.

XIV.

Manager herein reserves the right to assign this Agreement at any time to any of its subsidiaries or affiliate corporations engaging in condominium and rental apartment building management.

PART TWO

I.

The Association for and on behalf of its members further hereby employs Manager to manage the common community facilities, as defined in the Declaration of Condominium, and to render certain services to the Association in connection therewith, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties, and render the services, and to receive as payment therefor, the moneys hereinafter provided for.

II.

The term of this Agreement shall commence the first day of the month immediately following the recording of the Declaration of Condominium, and shall continue until unit owners of condominium units and other owners, if any, of rental or other residential units that are to own undivided interests in and use the common community facilities, other than Developer, have assumed control of the Association operating the condominiums in BAVARIAN VILLAGE CONDOMINIUMS and have taken title to all the rental buildings or other type residential units in BAVARIAN VILLAGE CONDOMINIUMS, after which, cancellation of this Agreement (PART TWO) may be effected by the concurrence of the owners of not less than seventy-five percent (75%) of the total number of units in all condominiums or other residential buildings other than the units owned by Developer, or Manager may at anytime after such concurrence cancel this Agreement upon thirty (30) days written notice to the Association.

III.

Duties of Manager:

OFF. REC. 3008 PG 1521

Manager shall prepare and submit to the Association and other owners of undivided interests in the common community facilities an annual operating budget for their approval. Manager, as agent of the Association, as provided in PART ONE hereof, shall collect from each of the members the respective monthly maintenance assessment assessed to each of the said members and deposit same in special accounts. The portion of said assessments assessed to cover the Association's obligations in connection with the maintenance and operation of the common community facilities shall be used by Manager to pay all of the obligations of the Association which the Association is obligated to by virtue of the terms and provisions of the Declaration of Condominium and exhibits thereto.

In the event of a cancellation of PART ONE hereof, the Association shall collect and remit that portion of its assessments attributable to the maintenance of the common community facilities directly to Manager monthly.

If there is any dispute between owners of the undivided interests in the common community facilities, Manager shall have the right to proceed based upon a majority vote of said owners based upon the voting percentages attributed to the respective owners from time to time as provided in the Declaration.

IV.

Manager shall further furnish, supply, render and/or contract for all necessary services needed in connection with the maintaining of the common community facilities and the keeping of same in good state of repair as required by the Declaration.

In connection with the foregoing and in consideration of the management fee reserved to Manager herein, Manager shall pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

Manager agrees that its books and records pertaining to the Association shall be open to inspection at any reasonable time by the officers of the Association, upon request of such officers.

Manager shall receive as compensation for its services the sum of One Hundred Eighty Dollars (\$180.00) per month, payable monthly in advance.

V.

The Association agrees that it will assess its members annually a sum sufficient to pay its apportioned share of the annual budget adopted from year to year, the Association's initial percentage of sharing being 36/126th percent of total. Manager agrees that it will use its best efforts to collect from all owners of undivided interests their respective apportioned share of the expense in order that the budget may be met.

In the event that at the end of each budget year (except for the first two (2) years) the Manager has expended less than the total budgeted amount, Manager shall continue to hold such sums for the use and benefit of the owners and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the directors in connection with the preparation of each annual budget.

Manager hereby guarantees and agrees that it will operate and maintain the common community facilities in accordance with the terms hereof at its cost and expense for the first two (2) years of the term hereof, and the Association agrees that in consideration therefor Manager shall receive all monthly maintenance assessments attributable to the maintenance of the common community facilities for the first two (2) years and that no accounting shall be required of Manager.

VI.

All moneys received by Manager pursuant to the terms of this Agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by Manager.

VII.

During the term of this Agreement, Manager shall have the exclusive right of hiring, firing and supervising all of the personnel necessary to operate and maintain the common community facilities and the further right of the selection and supervision of various subcontractors from time to time needed, and the placing of all insurance the Association and other owners are required to place or keep in force.

VIII.

The Association agrees to indemnify and save harmless Manager from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection therewith agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

IX.

A copy of the initial common community facilities budget is attached hereto as Exhibit B.

X.

Manager herein reserves the right to assign this Agreement at any time to any of its subsidiaries or affiliate corporations engaging in condominium and rental apartment building management.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

OFF. REC. 3008 PG 1523

Witnesses:

Frances Taylor
Yvonne Ginnuff

TENNICONDO UTILITY & MANAGEMENT COMPANY, INC.

BY: Arthur D. Lepine
President

ATTEST: Al Loh
Secretary

Darlene Sims
Judi Rutherford

BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY: M. J. Mills
President

ATTEST: James L. Erskin
Secretary

EXHIBIT I

OFF. REC. 3008 PG 1524

EASEMENTS

A twenty foot (20') Ingress and Egress Easement lying ten (10) feet either side of the following described centerline; said easement lying and being in the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida.

Begin at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4; thence N 88° 20' 48" W, (assumed bearing) along the North boundary of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4, a distance of 1276.59 feet to a point on the East Right-of-Way boundary of 42nd Street; thence South 00° 00' 01" East, along stated East Right-of-Way boundary of 42nd Street, a distance of 32.5 feet for a point of beginning, of 20' Ingress and Egress Easement.

Thence South 86° 20' 10" East a distance of 229.81 feet to a point of curvature; thence on an arc to the left a distance of 77.74 feet with a radius of 186.14 feet, subtended by a chord of 77.18 feet; chord bearing N 81° 41' 56" E, to a point of reverse curvature; thence on an arc to the right a distance of 76.47 with a radius of 111.91 feet subtended by a chord of 74.99 feet; chord bearing South 89° 13' 14" E, to a point of reverse curvature; thence on an arc to the left a distance of 95.21 feet with a radius of 289.77 feet; subtended by a chord of 94.78 feet; chord bearing south 80° 31' 44" E, to a point of tangency; thence South 89° 56' 29" E, a distance of 135.63 feet; thence South 00° 22' 24" W, a distance of 255.96 feet to a point of curvature; thence on an arc to the right a distance of 55.65 feet, with a radius of 35.0 feet, subtended by a chord of 49.97 feet; chord bearing South 45° 55' 29" W, to a point of tangency; thence N 88° 31' 26" W, a distance of 277.19 feet to a point of curvature; thence on an arc to the left a distance of 31.91 feet, with a radius of 20.0 feet subtended by a chord of 28.63 feet; chord bearing South 45° 45' 55" W, to a point of tangency; thence South 00° 03' 17" W, a distance of 126.05 feet; thence South 88° 00' 43" W, a distance 218.42 feet to a point of curvature; thence on an arc to the right a distance of 55.21 feet, with a radius of 35.00 feet, subtended by a chord of 49.66 feet; chord bearing N 46° 48' 03" W, to a point of tangency; thence North 01° 36' 49" W, a distance of 35.80 feet; thence South 89° 59' 59" W, a distance of 19 feet to a point of determination; said point being on the East Right-of-Way boundary of 42nd Street.

EXHIBIT J SHEET 1
BAVARIAN VILLAGE PHASE I CONDOMINIUM APARTMENTS
ESTIMATED SCHEDULE OF COMMON EXPENSES

Exhibit A, Management Contract

	ANNUAL	MONTHLY**	Monthly** 28 Units (2 BR) 2.82910	Monthly** 8 Units (1 BR) 2.59815
A. ADMINISTRATION OF THE CONDOMINIUM Legal and Audit	539.58	44.96	1.27	1.17
B. MANAGEMENT FEE (1) Condominium Association (2) Common Community Facilities	2160.00 2160.00	180.00 180.00	5.09 5.09	4.67 4.67
C. MAINTENANCE Apartment Buildings	1007.82	83.99	2.38	2.18
D. MAINTENANCE FOR RECREATIONAL & COMMON COMMUNITY FACILITIES See C.C.C. Budget Attached Hereto	3414.85	284.57	8.05	7.39
E. TAXES UPON ASSOCIATION PROPERTY None Anticipated	-0-	-0-	-0-	-0-
F. TAXES UPON LEASED PROPERTY No Leased Property	-0-	-0-	-0-	-0-
G. INSURANCE	934.20	77.85	2.20	2.03
H. SECURITY PROVISIONS	1200.00	100.00	2.82	2.59
I. WATER, SEWER, TRASH (1) Electric (2) Grounds Care	5616.84 792.64 2958.07	468.07 66.05 246.51	13.25 1.88 6.97	12.17 1.73 6.40
J. OPERATING CAPITAL	-0-	-0-	TOTAL: 49.	45.

K. RESERVE FOR DEFERRED MAINTENANCE

To be included later at discretion of Association

L. RESERVE FOR DEPRECIATION

-0-

TOTAL:

20,784.00
1732.00

DEVELOPER MAY BE IN
CONTROL OF THE BOARD
OF ADMINISTRATION OF
THE CONDOMINIUM (OR
COOPERATIVE) DURING
THE PERIOD OF OPERATION
FOR WHICH THIS BUDGET
HAS BEEN RENDERED.

**Rounded to nearest cent

EXHIBIT J SHEET 2

Exhibit B, Management Contract

ESTIMATED SCHEDULE OF
COMMON COMMUNITY FACILITY BUDGET

	ANNUAL	MONTHLY	PHASE I*	PHASE II*	PHASE III*
A. Maintenance of Pool,Supplies	1800.00	150.00	514.29	542.86	742.86
B. Electricity for Clubhouse	4200.00	350.00	1199.99	1266.66	1733.33
C. Cleaning of Clubhouse	1200.00	100.00	342.86	361.90	495.23
D. Supplies for Clubhouse (soap etc)	240.00	20.00	68.57	72.39	99.05
E. Propane Gass for Grills	192.00	16.00	54.85	57.90	79.25
F. Replacement of Furniture Abuse	240.00	20.00	68.57	72.39	99.05
G. Insurance on Recreation Building and Pool	180.00	15.00	51.43	54.28	74.29
H. Security Provisions	1200.00	100.00	342.86	361.90	495.23
I. Telephone	240.00	20.00	68.57	72.39	99.05
J. Water, Sewer and Trash	660.00	55.00	188.57	199.05	272.39
K. Water Pool	600.00	50.00	171.43	180.95	247.62
L. Club Payroll - Activity Director	1200.00	100.00	342.86	361.90	495.23
TOTAL:	11,952.00	996.00	3414.85	3604.57	4932.58

* Rounded to nearest cent

DEVELOPER MAY BE IN
CONTROL OF THE BOARD
OF ADMINISTRATION OF
THE CONDOMINIUM (OR
COOPERATIVE) DURING
THE PERIOD OF OPERATION
FOR WHICH THIS BUDGET
HAS BEEN RENDERED

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between GOLFVIEW, LTD., as GRANTOR and hereinafter referred to as the "GRANTOR"
and _____, whose post
office address is _____, GRANTEE, herein-
after referred to as the "GRANTEE".

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00)
and good and other valuable consideration and hand paid to the GRANTOR by said
GRANTEE, receipt hereof is hereby acknowledged, has granted, bargained and sold to
said GRANTEE the following described real property and rights and interests in real
property located and situated in the County of Hillsborough and the State of Florida,
to-wit: Apartment No. _____, Phase _____, Bavarian Village Condomin-
ium Apartments, a condominium, according to the Declaration of Condominium thereof,
recorded in the Official Records Book _____, Page _____, of the
Public Records of Hillsborough County, Florida, together with an undivided share in
the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Taxes and assessments for the year _____ and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. Declaration of Condominium, Phase _____, Bavarian Village,
Condominium Apartments, a condominium, dated _____, 19____,
filed _____, 19____, as shown in the Official Records
Book _____, Page _____, Public Records of Hillsborough County, Florida and
together with the maintenance agreement by and between Tennicondo Utility and
Management Corp., Inc., and Bavarian Village Condominium Association, Inc.,
dated _____, 19_____.

The benefits and obligations shall insure to and be binding upon the heirs,
executors, administrators, successors and assigns of the respective parties hereto.

The GRANTOR does hereby fully warrant the title to all the premises hereby conveyed,
and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed
by its officer hereunto duly authorized and its seal affixed the day and year first above
written.

GOLFVIEW, LTD.

By Arthur D. Pepin (General Partner)

Sworn to and subscribed before

me this _____ day of

_____, 19 ____.

NOTARY PUBLIC

My Commission Expires:

This agreement prepared by:

J. MICHAEL SHEA
Attorney at Law
P.O. Box 2742
Tampa, Florida 33601

821586

THIS INDENTURE, Made this 24th day of April 1975

by and between GOLFVIEW, LTD.
14014 North 46th Street
Tampa, Florida

RECEIVED

of the County of Hillsborough, in the State of Florida

APR 24 4 47 PM '75

part Y of the first part, and BAVARIAN VILLAGE CONDOMINIUM ASSOCIATION, INC.

CLERK OF DISTRICT COURT
HILLSBOROUGH COUNTY, FLA.

OFF. REC. 3008 PG 1528

whose post office address is: 5420 North 59th Street
of the County of Hillsborough, in the State of Florida
part Y of the second part,

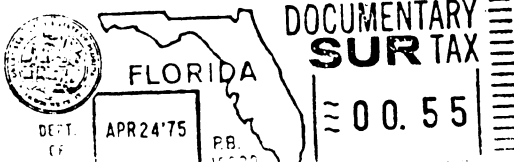
WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and 00/100----- (\$10.00)-----Dollars, and other valuable considerations, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the said party of the second part, ~~XXXXXX~~ forever, all of the following described land in Hillsborough County, Florida, to-wit:

a 36/126th undivided interest in:

(SEE ATTACHED LEGAL DESCRIPTION)

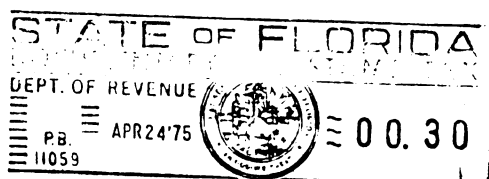
HILLSBOROUGH COUNTY

53814



HILLSBOROUGH COUNTY

121364



TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said party of the second part, ~~XXXXXX~~ in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that said described property is free from all liens and encumbrances, except:
1. Subject to all the covenants, conditions, liens, restrictions, terms, and other provisions contained in the condominium instruments as originally recorded and as may have since been amended and the terms, conditions of the condominium declaration.

(CONTINUED ON REVERSE SIDE)

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has executed this deed under seal on the date aforesaid.

Signed, sealed and delivered in the presence of:

[Signature]

Arthur D. Pepin (SEAL)
ARTHUR D. PEPIN, General Partner
GOLFVIEW, LTD. (SEAL)

____ (SEAL)

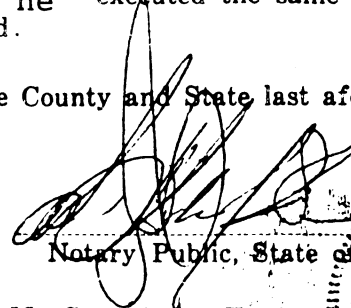
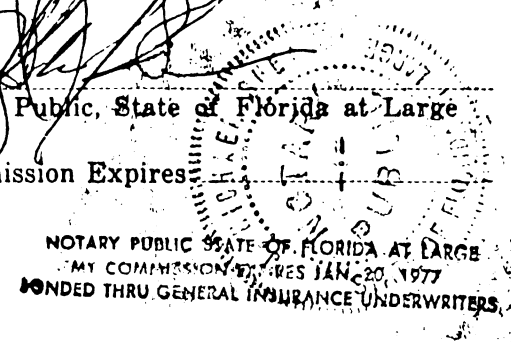
____ (SEAL)

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

ARTHUR D. PEPIN, as General Partner of GOLFVIEW, LTD.

to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the uses and purposes therein stated.

24th day of April WITNESS my hand and official seal in the County and State last aforesaid this A. D. 19 75.


Notary Public, State of Florida at Large
My Commission Expires


2. Any easements of record.
3. Unpaid taxes for the year 1975.
4. Mortgages of record.

Warranty Deed

TO

EXHIBIT A

OFF. REC. 3008 PG 1530

LEGAL DESCRIPTION OF COMMON COMMUNITY FACILITIES:

A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; more particularly described as follows:

Begin at the northeast corner of the southeast 1/4 of the southeast 1/4 of the northwest 1/4 of stated Section 4; thence N 88° 20' 48" W (assumed bearing), along the north boundary of the south 1/2 of the southeast 1/4 of the northwest 1/4 of stated Section 4, a distance of 1053.09 feet; thence S 00° 00' 01" E a distance of 200.00 feet for a point of beginning.

Thence continue S 00° 00' 01" E a distance of 172.00 feet, thence N 88° 20' 48" W a distance of 95.00 feet; thence N 00° 00' 01" W a distance of 172.00 feet, thence S 88° 20' 48" E a distance of 95.00 feet to the point of beginning.

Containing 0.37 acres, more or less.

EXHIBIT "A"

OFF. REC. 3017 PG 170

LEGAL DESCRIPTION OF COMMON COMMUNITY FACILITIES

A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 28 South, Range 19 East, Hillsborough County, Florida; more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4; Thence N 88° 20' 48" W. (assumed bearing), along the North Boundary of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of stated Section 4, a distance of 1053.09 feet; Thence S 00° 00' 01" E., a distance of 200.00 feet for a POINT OF BEGINNING; Thence continue S 00° 00' 01" E., a distance of 172.00 feet; thence N 88° 20' 48" W., a distance of 95.00 feet; Thence N 00° 00' 01" W., a distance of 172.00 feet; Thence S 88° 20' 48" E., a distance of 95.00 feet to the POINT OF BEGINNING; Containing 0.37 acres, more or less.

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HILLSBOROUGH COUNTY, FLA.