

① 154 SD
19 SD COPY
174 00

RECORD AND RETURN TO:
SUSAN P. OSBORNE
PARALEGAL
RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302
Return to: (enclose self-addressed stamped envelope)

Name: Mark F. Grant, Esq.

Address: Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard, 15th Floor
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Mark F. Grant, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard, 15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF
CITYVIEW, A CONDOMINIUM
TO ADD PHASE 16**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF CITYVIEW, A CONDOMINIUM TO ADD PHASE 16, made this 21ST day of DECEMBER, 2007 (this "Amendment"), by Landings Associates, Inc., a Florida corporation (hereinafter referred to as "Developer"), whose principal office is located at 2121 Ponce de Leon Boulevard, PH, Coral Gables, Florida 33134.

RECITALS:

WHEREAS, pursuant to Chapter 718, Florida Statutes, as amended (the same being the "Condominium Act") through the recordation of the Declaration of Condominium of CityView, A Condominium recorded in Official Records Book 17907, Page 344 (the "Declaration") of the Public Records of Hillsborough County, Florida (the "Public Records"), Developer has established CityView, A Condominium (the "Condominium"), according to the Declaration and any amendments thereto (including, but not limited to, any amendments which added phases prior to the date hereof);

WHEREAS, the Condominium is a "phase condominium" pursuant to Section 718.403 of the Condominium Act and as set forth in the Declaration;

WHEREAS, the Declaration provides for the submission to condominium ownership of the Initial Phase (as such term is defined in the Declaration) and also provides for submission to condominium ownership of Phase 16 as more particularly described in the Declaration; and

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WHEREAS, Developer desires to add Phase 16 to the Condominium pursuant to the Condominium Act and in accordance with the Declaration.

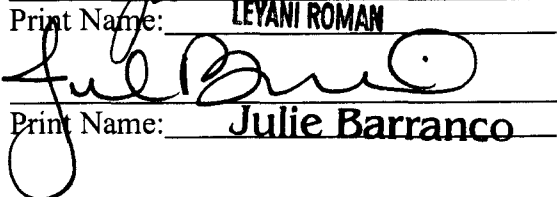
NOW, THEREFORE, Developer, as the owner in fee simple of the Phase 16 Land (hereinafter defined), hereby states and declares:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All terms used herein that are defined in the Declaration are used with the same meaning herein (including the use of such terms in the recitals hereto) unless expressly given another meaning or the context clearly requires otherwise.
3. The real property more particularly described on the legal description and the Survey, Plot Plan and Graphic Description of Improvements for Phase 16 ("Phase 16 Survey") attached hereto as Exhibit A ("Phase 16 Land") and the improvements located thereon and all easements intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles 5 through 7 of the Declaration. The Phase 16 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 16 Survey shall constitute Phase 16.
4. The share in the Common Elements of each Dwelling Unit, including Dwelling Units in prior phases of the Condominium, if any, shall be a ~~one-thirtieth~~ (1/36)th share. Notwithstanding the foregoing, in the event an additional phase is added to the Condominium, the fractional share of each Dwelling Unit shall change as stated in the Declaration, as appropriate.
5. The effect of this Amendment shall be that Phase 16, together with any previously submitted phases, if any, shall be, and the same shall constitute, the Condominium.
6. This Amendment shall become effective upon recording amongst the Public Records.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:


Print Name: LEYANI ROMAN


Print Name: Julie Barranco

LANDINGS ASSOCIATES, INC., a Florida corporation

By: 

Leon J. Wolfe, President

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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, the foregoing instrument was acknowledged before me by Leon J. Wolfe, the President of Landings Associates, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him by said company. He is personally known to me.

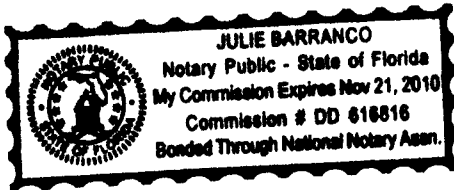
WITNESS my hand and official seal in the County and State last aforesaid this 14 day of June, 2007.


Notary Public

Julie Barranco

Typed, printed or stamped name of Notary Public

My Commission Expires:

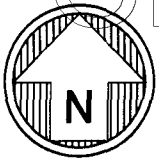


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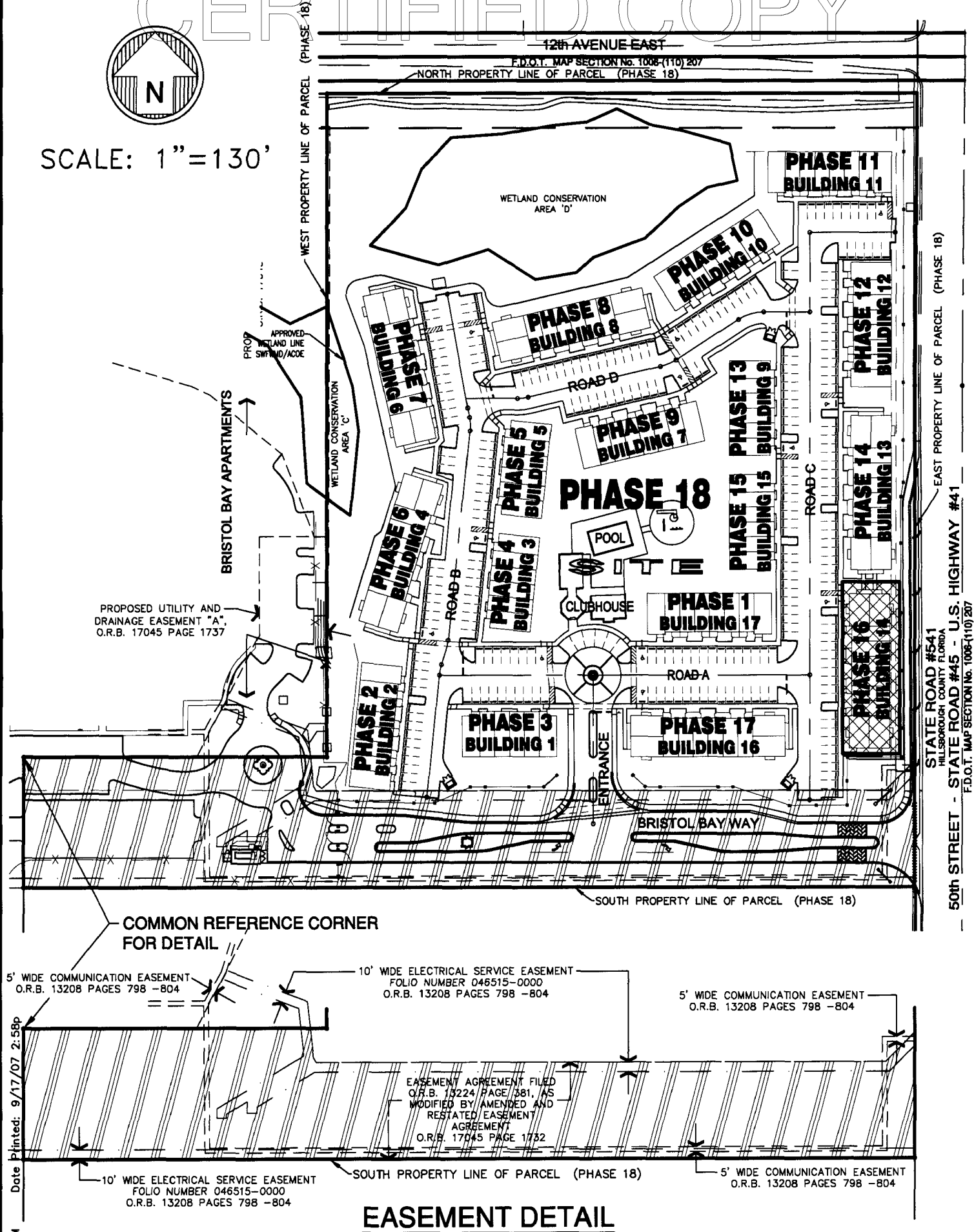
EXHIBIT A

Legal Description and Survey,
Plot Plan and Graphic Description of Improvements
For Phase 16 of CityView, A Condominium

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**CITYVIEW,
A Condominium**
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SCALE: 1"=130'



EASEMENT DETAIL

Cad No. 052375LOC Drawn By: RJM Date Plotted: 9/17/07 2:58p

NOTE:

PARKING AS SHOWN HEREON IS FOR REFERENCE ONLY AND IS PART OF PHASE 18.

= HANDICAP

= HATCH DENOTES PHASE AND BUILDING

= EASEMENT AGREEMENT FILED O.R.B. 13224 PAGE 381, AS MODIFIED BY AMENDED AND RESTATED EASEMENT AGREEMENT

PHASE 16 - BUILDING 14

SITE PLAN

EXHIBIT B-16

A-1

SHEET 1 OF 10

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LEGAL DESCRIPTION:
PHASE 16 - BUILDING 14

A portion of the Northeast ¼ of the Northeast ¼ of Section 28, Township 29 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 28, Township 29 South, Range 19 East; thence S00°11'25"E along the East line of Section 28, Township 29 South, Range 19 East for 708.03 feet to a point, thence departing on a westerly direction at right angles to said East line of Section 28, Township 29 South, Range 19 East, S89°48'35"W for a distance of 68.76 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S89°55'14"W for 58.51 feet; thence S00°08'49"E for 176.74 feet; thence N89°55'14"E for 58.51 feet; thence N00°08'49"W for 176.74 feet to the POINT OF BEGINNING.

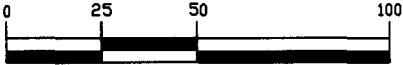
LEGAL DESCRIPTION

Handwritten signature

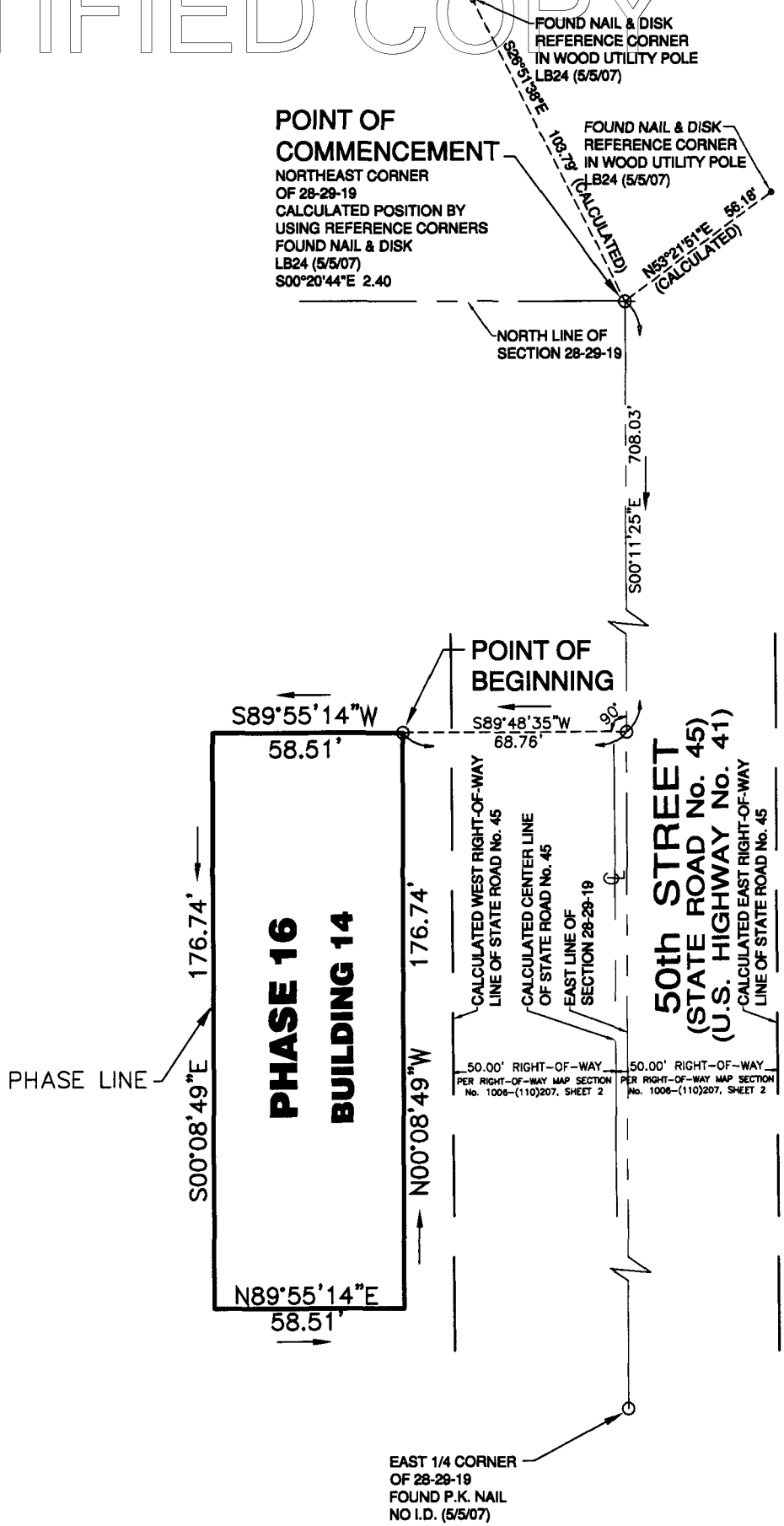
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GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



Cad No. 070613SP Date Printed: 9/17/07 2:58p Drawn By: RJM

N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.R.B. = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT B-16

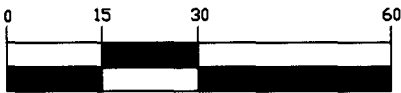
A-3

SHEET 3 OF 10

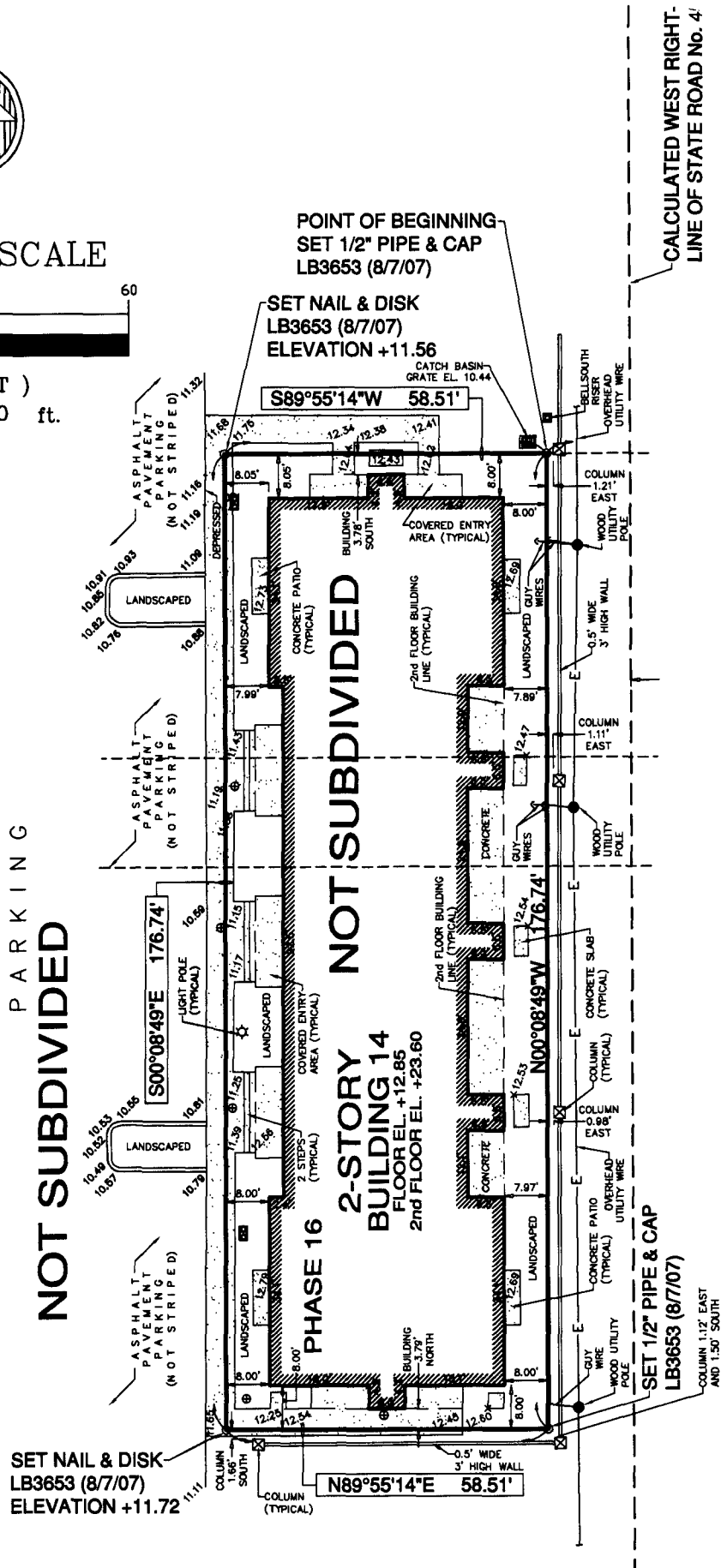
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GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENTS
SEE SHEET 5 OF THIS DOCUMENT FOR LABELS
- DENOTES PHASE LINE
- HANDICAP

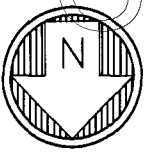
NOTE:

PARKING AS SHOWN HEREON IS FOR REFERENCE ONLY AND IS NOT A PART OF THIS PHASE.

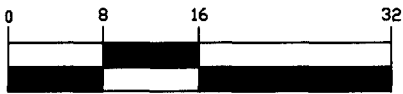
THIS SKETCH SHOWS CONSTRUCTION OF THE IMPROVEMENTS WITHIN THE VICINITY OF BUILDING 14.

SURVEY

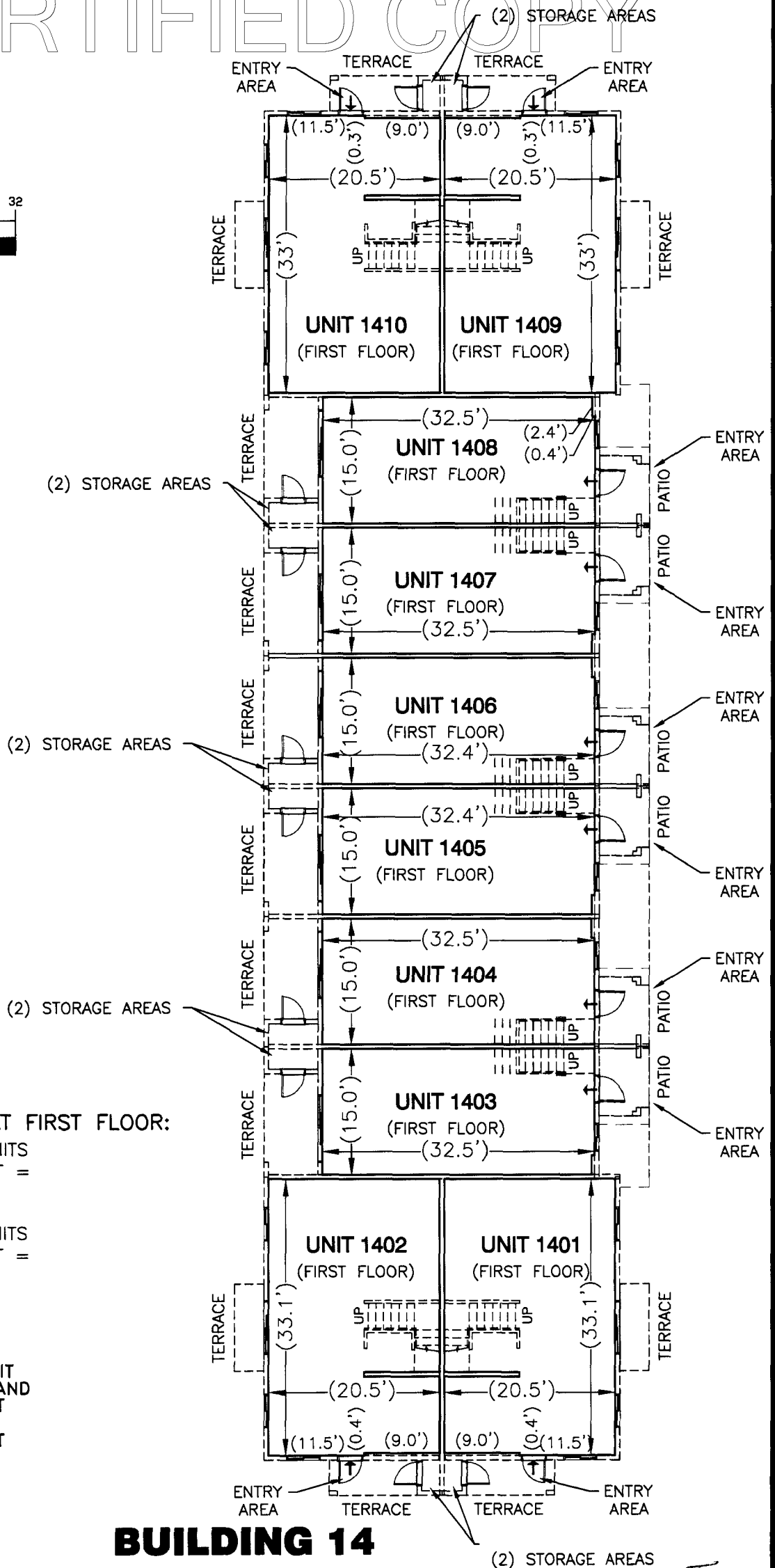
THIS IS NOT A
**CITYVIEW,
A Condominium**
CERTIFIED COPY



GRAPHIC SCALE



(IN FEET)
1 inch = 16 ft.



ELEVATION OF UNIT AT FIRST FLOOR:

ELEVATION OF UPPER LIMITS
OF FIRST FLOOR OF UNIT =
(+21.95')

ELEVATION OF LOWER LIMITS
OF FIRST FLOOR OF UNIT =
(+12.85')

LEGEND:

- CONDOMINIUM UNIT
BOUNDARY LINE AND
COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON
ELEMENTS

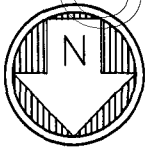
**BUILDING 14
1ST FLOOR PLAN**

(SEE SHEET 4 OF 10 FOR IMPROVEMENTS)

EXHIBIT B-16

SHEET 5 OF 10

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GRAPHIC SCALE



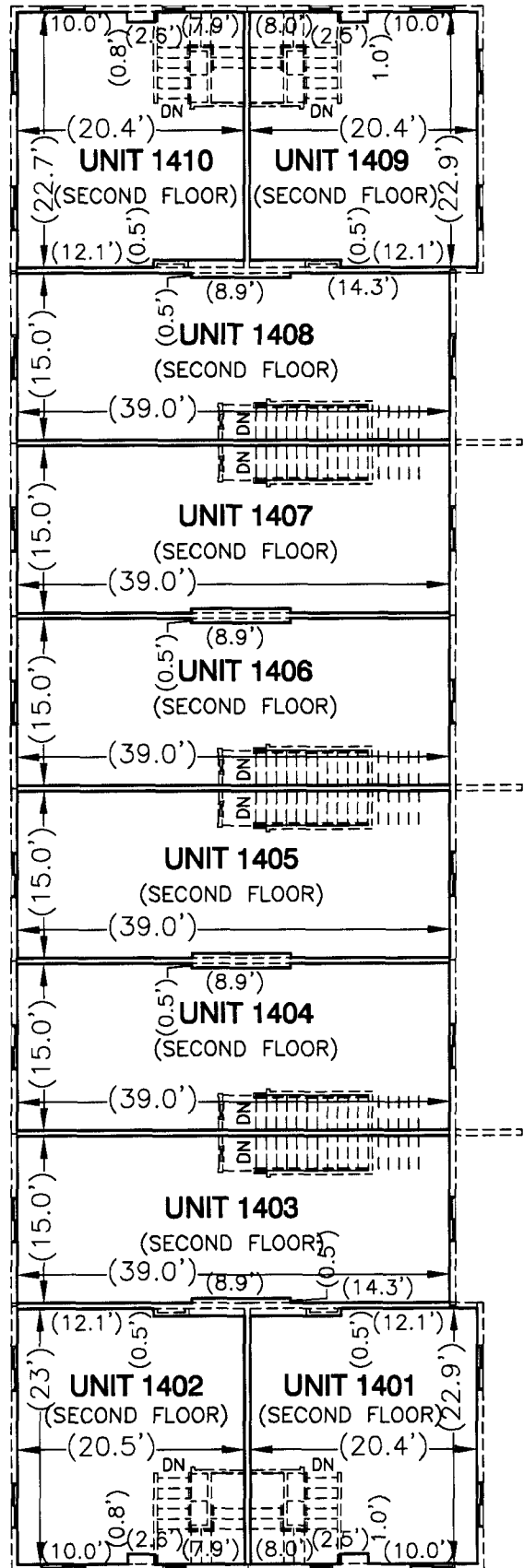
(IN FEET)
1 inch = 16 ft.

ELEVATION OF UNIT AT SECOND FLOOR:

SECOND FLOOR ELEVATION AT UPPER (CEILING)
OF UNIT =
(+33.10') UNITS 1401, 1403, 1406 AND 1408.

SECOND FLOOR ELEVATION AT LOWER (CEILING)
OF UNIT =
(+31.60') UNITS 1402, 1404, 1405 AND 1407.

SECOND FLOOR ELEVATION AT LOWER LIMITS OF
SECOND FLOOR OF UNIT =
(+23.60')



**BUILDING 14
2ND FLOOR PLAN**

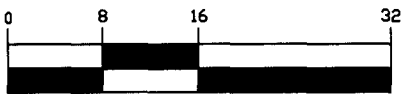
EXHIBIT B-16

SHEET 6 OF 10

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GRAPHIC SCALE

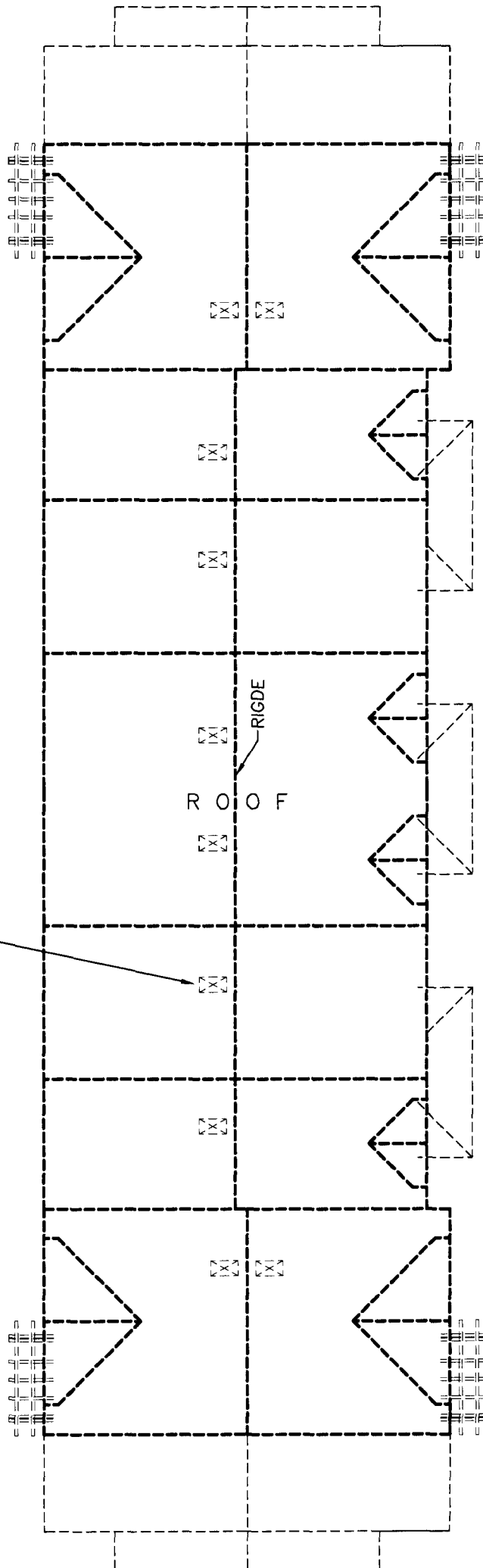


(IN FEET)
1 inch = 16 ft.

ATTIC ACCESS SPACE
(TYPICAL)
PER ARCHITECTURAL
DRAWINGS

LEGEND:

----- COMMON ELEMENT



**BUILDING 14
ROOF**

EXHIBIT B-16

SHEET 7 OF 10

THIS IS NOT A CITYVIEW, A Condominium CERTIFIED COPY

SURVEYOR'S GENERAL NOTES

- 1) Dimensions shown within each Condominium Unit represent average measurements to the interior unfinished vertical surface of the perimeter walls of the Condominium Unit (Perimetrical Boundary).
- 2) Dimensions shown within each Storage Area represent average measurements to the interior unfinished vertical surface of the perimeter walls of the Storage Area.
- 3) Elevations shown are average elevations of the upper side of the horizontal plane of the unfinished surface of the First Floor floor slab and the horizontal plane of the unfinished surface of the Second Floor ceiling of the Unit (Horizontal Boundary).
- 4) The Entry Area, Terrace, Storage area and A/C Slab (A/C) adjacent to a Condominium Unit is a Limited Common Element of the Condominium Unit to which it is appurtenant, subject to the provisions, conditions and restrictions of the Declaration of Condominium.
- 5) There is an Attic area which is the enclosed area bounded by the upper unfinished surface of the drywall ceiling of the Second Floor of the Unit (as the Lower Boundary), the underside of the Roof sheathing above the upper unfinished surface of the drywall ceiling of the Second Floor of the Unit (as the Upper Boundary), and the interior unfinished surface of the perimeter walls of the Unit extended to intersect with the two aforesaid boundaries; and is a Limited Common Element to the Unit directly below such area; provided, however, such Attic Limited Common Element does not include Conduits, Wiring, Ducts, Plumbing, Load Bearing Walls, Structural Supports for the building or any other items serving the Common Elements or more than one Unit in the Condominium.
- 6) Areas within a Condominium Unit containing Conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports and other such items serving Common Elements and/or other Condominium Units in addition to the Condominium Unit in which the area is located, together with the contents therein, regardless of location, constitute parts of the Common Elements to the exterior undecorated finish surface of said areas and have been omitted from this EXHIBIT B-2 for the purpose of graphical clarity.
- 7) All lands and all improvements within this Phase, but not within a Condominium Unit (unless otherwise specified) are a Common Element or Limited Common Element.
- 8) Refer to the Declaration of Condominium of "CITYVIEW, A Condominium", to which this EXHIBIT B-2 is attached and made a part of, for provisions, conditions and restrictions and for further definitions and explanations of the various parts of the said Condominium.
- 9) The subject property falls within Federal Flood Zone A10, per the Federal Insurance Rate Map, Community Panel Number 120112 0367 E, revised August 15th 1989.
- 10) All capitalized terms used and not defined herein shall have the meaning attributed in the Declaration of Condominium.
- 11) The term "Unit" used herein, shall have the same meaning as the term "Condominium Unit," as such term is defined in the Declaration of Condominium.

1. DESCRIPTION OF CONDOMINIUM UNITS

Each Condominium Unit shall consist of that part of the Building containing such Condominium Unit which lies within the boundaries of the Condominium Unit, which boundaries are as follows:

A. Upper Boundaries

The upper boundary of each Condominium Unit shall be the sloped and/or horizontal plane as applicable of the unfinished ceiling of the second floor of the Condominium Unit extended to an intersection with the perimetrical boundaries.

SURVEYOR'S GENERAL NOTES

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DESCRIPTION OF CONDOMINIUM UNITS CONTINUED.

B. Lower Boundaries

The lower boundary of each Condominium Unit shall be the horizontal plane of the upper side of the unfinished floor slab of the first floor of the Condominium Unit extended to an intersection with the perimetrical boundaries.

C. Excluded From Condominium Units

The floor system which separates the two (2) floors is not included in the Condominium Units, but rather is a Common Element. The Condominium Unit shall not be deemed to include utility services which may be contained within the boundaries of the Condominium Unit but which serve Common Elements and/or a Condominium Unit or Condominium Units other than or in addition to the Condominium Unit within which contained. The condominium unit shall not include columns, walls, or partitions contributing to the support of the Building, these items here identified are part of the Common Elements.

D. Perimetrical Boundaries

The perimetrical boundaries of each Condominium Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

EXTERIOR BUILDINGS WALLS

The vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the Building bounding such Condominium Unit extended to intersection with other perimetrical boundaries. Any gypsum texture applied to the concrete wall is within the boundary of and considered part of the Condominium Unit.

INTERIOR BUILDINGS WALLS

The vertical plane(s) of the interior unfinished surface of the wall between Condominium Units extended to intersection with other perimetrical boundaries. Any gypsum texture applied to the concrete wall is within the boundary of and considered part of the Condominium Unit.

E. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof, shall be included in the boundaries of each Condominium Unit.

2. DESCRIPTION OF COMMON ELEMENT

A. All land and all portions of the Condominium Property not within a Condominium Unit(s) are Common Elements or Limited Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Condominium Unit and all columns or partitions contributing to support of the Building are Common Elements.

C. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, are Common Elements.

D. The Common Elements are subject to certain easements set forth in the Declaration of Condominium of "CITYVIEW, A Condominium".

E. Each Limited Common Element Terrace, Storage Area, Attic, A/C Slab or Entry Area so designated on the Survey is a Limited Common Element reserved for the use of the Condominium Unit adjacent thereto or benefited thereby.

The definitions set forth in the Declaration of Condominium of "CITYVIEW, A Condominium", are incorporated herein.

SURVEYOR'S GENERAL NOTES

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared DANIEL C. FORTIN, by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed Surveyor and Mapper authorized to practice under the laws of the State of Florida.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on National Geodetic Survey Bench Mark No. W256, Elevation +8.42 N.A.V.D. 1988 (Elevation +9.28 N.G.V.D. 1929), located 1,200 feet± South of the North line of Section 28-29-19 on the West side of State Road No. 45.
3. The **CONSTRUCTION OF THE IMPROVEMENTS** is substantially complete, so that the material, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

SURVEYOR'S NOTES:

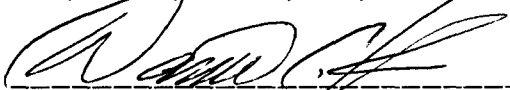
- This site lies in Section 28, Township 29 South, Range 19 East, Hillsborough County, Florida.
- Bearings shown hereon are referred to the West right-of-way line of 50th Street (U.S. Highway 41), said line bears an assumed value of N00°11'25"W as per Post, Buckley, Schuh & Jernigan, Inc. ALTA/ACSM SURVEY, Job No. 100297.01 0002. furnished by client.
- All restrictions, easements and/or rights of way of record as per First American Title Insurance Company - SCHEDULE A, Date of Policy: October 18, 2003 at 9:25 A.M., Policy Number: FA-35-0993, that affect this survey, which are plottable are shown on this survey.

SURVEYOR'S CERTIFICATE

The undersigned, being a professional surveyor and mapper, authorized to practice in the State of Florida, hereby certifies that the construction of improvements of CITYVIEW, a condominium described in this survey last Day of field work August 8, 2007, plot plan and graphic description of improvements on Sheets 1 through 10 are substantially complete so that such material together with the provisions of the Declaration of Condominium of CITYVIEW, a condominium, describing the condominium property, is an accurate representation of the identification, location and dimensions of improvements, and further that the identification, location and dimensions of each unit can be determined from these materials. This survey complies with Minimum Technical Standards set forth by the Florida State Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.02, Florida Statutes and Chapter 718, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 

Daniel C. Fortin, PSM
Surveyor and Mapper, LS2853
State of Florida
Florida Certificate of Authorization No.: 00003653

SURVEYOR'S GENERAL NOTES AND CERTIFICATION

DOCUMENT PREPARED BY:

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax: 305-651-7152 / Email: fls@flssurvey.com

Date August 8, 2007

Dwg. No. 6000-035

Job. No. 052375

EXHIBIT B-16

A-10

SHEET 10 OF 10

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CONSENT OF MORTGAGEE

Colonial Bank, N.A., a national banking association ("Bank"), the owner and holder of that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement recorded on July 5, 2006 in Official Records Book 16666, at Page 1124, and UCC-1 Financing Statement recorded on July 5, 2006 in Official Records Book 16666, at Page 1142 (collectively, the "Mortgage"), all of the Public Records of Hillsborough County, Florida (the "Public Records"), which encumbers the "Land," as defined in the Declaration of Condominium of CityView, A Condominium recorded in Official Records Book 17907, at Page 344 of the Public Records ("Declaration"), does hereby consent to the recording of, and subordinates its interest under the aforesaid Mortgage to, the Declaration.

Developer has requested Bank to consent to the attached AMENDMENT TO DECLARATION OF CONDOMINIUM OF CITYVIEW, A CONDOMINIUM TO ADD PHASE 16 ("Phase 16 Amendment") to be recorded in the Public Records and to subordinate the lien and operation of the Mortgage to the Phase 16 Amendment.

Bank consents to the recordation of the foregoing Phase 16 Amendment and agrees that the lien and operation of the Mortgage shall be subject to and subordinate to the terms of the Phase 16 Amendment.

IN WITNESS WHEREOF, Bank has caused this Mortgagee's Consent to be executed this 17 day of MAY, 2007.

Signed, sealed and delivered
in the presence of:

Marta Balboa
Print Name: Marta Balboa
Adam Kurnitz
Print Name: Adam Kurnitz

COLONIAL BANK, N.A., a national banking
association

By: Harold D. Zeman
Print Name: Harold D. Zeman
Its: SENIOR VICE PRESIDENT

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE) SS:
)

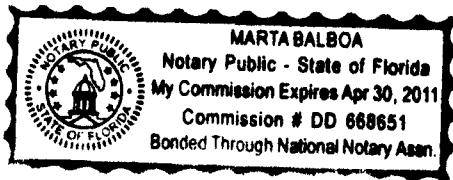
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by HOWARD I. ZWERNER, the SR. VICE PRES of COLONIAL BANK, N.A., a national banking association, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of MAY, 2007.

Marta Balboa
Notary Public State of Florida at Large

My Commission Expires:

Typed, printed or stamped name of Notary Public



THIS IS NOT A CERTIFIED COPY

CONSENT OF MORTGAGEE

Premier American Bank, a bank organized under the laws of the State of Florida ("Bank"), the owner and holder of that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement recorded on July 5, 2006 in Official Records Book 16666, at Page 1124 (the "Mortgage") of the Public Records of Hillsborough County, Florida (the "Public Records"), which encumbers the "Land," as defined in the Declaration of Condominium of CityView, A Condominium recorded in Official Records Book 11907, at Page 344 of the Public Records ("Declaration"), does hereby consent to the recording of, and subordinates its interest under the aforesaid Mortgage to, the Declaration.

Developer has requested Bank to consent to the attached AMENDMENT TO DECLARATION OF CONDOMINIUM OF CITYVIEW, A CONDOMINIUM TO ADD PHASE 16 ("Phase 16 Amendment") to be recorded in the Public Records and to subordinate the lien and operation of the Mortgage to the Phase 16 Amendment.

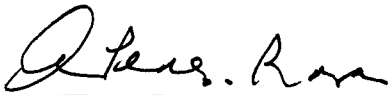
Bank consents to the recordation of the foregoing Phase 16 Amendment and agrees that the lien and operation of the Mortgage shall be subject to and subordinate to the terms of the Phase 16 Amendment.

IN WITNESS WHEREOF, Bank has caused this Mortgagee's Consent to be executed this

17 day of MAY, 2007.

Signed, sealed and delivered
in the presence of:

PREMIER AMERICAN BANK,, a bank organized
under the laws of the State of Florida



Print Name: ARACELY PEREZ-ROJAS



Print Name: DANIELA RODRIGUEZ

By:



Print Name: JAVIER LUNA

Its: VICE PRESIDENT

THIS IS NOT A

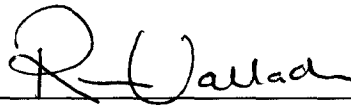
STATE OF FLORIDA

COUNTY OF Miami Dade

SS:

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, the foregoing instrument was acknowledged before me by Jan Carlos Wach, the Vice President of PREMIER AMERICAN BANK, a bank organized under the laws of the State of Florida, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of May, 2007.



Notary Public State of Florida at Large

Reina Valladares

Typed, printed or stamped name of Notary Public

My Commission Expires:

