This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire
Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

INSTR # 2001194835
OR BK 10879 PG 0180
RECORDED 06/18/2001 02:12 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

JUL 3 4 2003

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE PURSUANT TO CHAPTER 712 FLORIDA STATUTES

WHEREAS, SUNSTATE BUILDERS, INC. subdivided certain lands in Hillsborough County, Florida and recorded a document titled "Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Units 1, 2 & 3 - Carrollwood Village" (hereinafter "Covenants"), limiting the use thereof as described in Official Records Book 2476 at Page 944 pertaining to the property described in Exhibit A thereof; and

WHEREAS, VILLAGE DEVELOPMENT COMPANY, a Joint Venture, subdivided certain lands in Hillsborough County, Florida and recorded a document titled "Units 4, 5 & 7 - Carrollwood Village Declaration of Restrictions" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3320 at Page 5 pertaining to the property described in Exhibit A thereof; and

WHEREAS, VILLAGE DEVELOPMENT COMPANY, a Joint Venture, subdivided certain lands in Hillsborough County, Florida and recorded a document titled "Unit 6 - Carrollwood Village Declaration of Restrictions" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3427 at Page 1403 pertaining to the property described in Exhibit A thereof; and

WHEREAS, WILLIAM H. FAIR III, GARY M. CUMBEY, COLLIE E.H. CARLTON, AND FREDRIC SCHADT subdivided certain lands in Hillsborough County, Florida and recorded a document titled "North Village Declaration of Restrictions" commonly referred to as "Bardmoor

Place" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3474 at Page 909 pertaining to the property described in Plat Book 49, Page 43; and

WHEREAS, NORTH VILLAGE DEVELOPMENT CORPORATION, a Florida corporation subdivided certain lands in Hillsborough County, Florida and recorded a document titled "The Cloister Declaration of Restrictions" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3194 at Page 533 pertaining to the property described in Exhibit A thereof; and

WHEREAS, EDWARD L. BOLDING CONSTRUCTION CO., INC., a Florida corporation, subdivided certain lands in Hillsborough County, Florida and recorded a document titled "Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Cypress Run" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3301 at Page 1949 pertaining to the property described in Exhibit A thereof; and

WHEREAS, TRECO COMMUNITIES, INC., a Florida corporation, subdivided certain lands in Hillsborough County, Florida and recorded an "Amended Supplementary Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Country Club Village" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 4223 at Page 925 pertaining to the property described in Exhibit A thereof; and

WHEREAS, CARLTON PROPERTIES, INC., a Florida corporation, subdivided certain lands in Hillsborough County, Florida and recorded a "Supplementary Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Hayward Place" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3600 at Page 963 pertaining to the property described in Plat Book 49 at Page 8; and

WHEREAS, VILLAGE DEVELOPMENT COMPANY, a Joint Venture, subdivided certain lands in Hillsborough County, Florida and recorded a document titled "Declaration of Restrictions" commonly referred to as "Pub Place" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3319 at Page 1996 pertaining to the property described in Exhibit A thereof; and

WHEREAS, R.R. BACK DEVELOPMENT CO., a company in name only, subdivided certain lands in Hillsborough County, Florida and recorded a document titled "R.R. Back Subdivision Declaration of Restrictions" commonly referred to as "Northampton" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3558 at Page 892 pertaining to the property described in Exhibit A thereof; and

WHEREAS, CALMARK COMMUNITIES, INC. and SUNSHINE STATE MORTGAGE COMPANY, a joint venture, subdivided certain lands in Hillsborough County, Florida and recorded a "Supplementary Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Top Of The Village" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3924 at Page 707 pertaining to the property described in Exhibit A thereof; and

WHEREAS, GOLD-OP CORPORATION, a Florida corporation, subdivided certain lands in Hillsborough County, Florida and recorded a "Supplemental Declaration of Covenants, Conditions and Restrictions" commonly referred to as "Whisper Sound" (hereinafter "Covenants") limiting the use thereof as described in Official Records Book 3306 at Page 10 pertaining to the property described in Exhibit A thereof; and

COMES NOW, CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., and files this instrument in accordance with the requirements of Chapter 712.06, Florida Statutes, following the approval and recordation of Amendment referred to above. The purpose of this Notice is to uniformly set forth the matters contained in said Amendment as required by the Marketable Record Title Act:

(a) The name of the Homeowners Association is Carrollwood Village Homeowners Association, Inc., c/o Greenacre Properties, Inc., 4131 Gunn Highway, Tampa, Florida 33624.

(b) The name and post office address of the owners in whose name the property is assessed on the last completed Tax Assessment Role of Hillsborough County at the time of filing, who, for purpose of this Notice, shall be deemed to be an owner are the record owners of all lots subject to the Covenants set forth hereinabove.

(c) The full and complete description of all land affected by such Notice is set forth hereinabove.

(d) The Statement of the Claim showing the nature, description and extent of such claim, or, in the case of a covenant or restriction, are found in the Official Records of Hillsborough County, Florida, described hereinabove.

(e) The instrument of record or recorded covenant or restriction upon which the claim is based is described hereinabove.

(f) This Notice is acknowledged in the same manner as deeds are acknowledged for record as required by Section 712.06, Florida Statutes.

(g) This Notice shall be filed with the Clerk of the Circuit Court of Hillsborough County, together with a true copy hereof.

WITNESSES:

Signature of Witness #1

Joni L. Franklin
Printed Name

Signature of Witness #2

ELIZABETH C. JESTER
Printed Name

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

BY: _____
Richard Woltmann, President

ATTEST:

BY: _____
John Pare, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was subscribed and sworn to before me on this 6TH day of JUNE, 2001, by Richard Woltmann, as President and John Pare, as Secretary of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., who are personally known to me or who have produced _____ and _____ as identification and who did take an oath, to certify, which witness my hand and official seal.

(SEAL)

DANIEL F. RUSKIEWICZ
MY COMMISSION # CC 898269
EXPIRES: February 19, 2004
Bonded Thru Pichard Insurance Agency

NOTARY PUBLIC - Signature

DANIEL F. RUSKIEWICZ
Printed or Typed Name

My Commission Expires: FEB 19, 2004

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

AFFIDAVIT OF FORMATION OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AND UNINCORPORATED ASSOCIATION;
UNITS 4, 5 AND 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AN UNINCORPORATED ASSOCIATION AND DELEGATION OF AUTHORITY TO
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

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

WITNESSETH:

WHEREAS, a Declaration of Restrictions for Unit 6-Carrollwood Village was recorded in Book 3427 at Page 1403 of the Official Records of Hillsborough County, Florida which detailed certain restrictions on the use of property described as Unit 6-Carrollwood Village according to the map or plat thereof recorded in Plat Book 49, Page 39 of the Public Records of Hillsborough County, Florida; and

WHEREAS, a Declaration of Restrictions for Units 4, 5, and 7 Carrollwood Village was recorded in Book 3320 at Page 5 of the Official Records of Hillsborough County, Florida which detailed certain restrictions on the use of properties described as Unit 4, 5, and 7 - Carrollwood Village according to the map or plat thereof recorded in Plat Book 48, Pages 54-56 inclusive of the Public Records of Hillsborough County, Florida (hereinafter collectively referred to as the "Declarations"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Book 2476 at Page 944 of the Official Public Records of Hillsborough County, Florida (hereinafter referred to as the "Master Declaration"); and

WHEREAS, property described in the Declarations was made subject to certain provisions of the Master Declaration pursuant to Supplementary Declarations of Covenants, Conditions and Restrictions recorded in Book 3427 at Page 1427 and Book 3320 at Page 88, of the Public Records of Hillsborough County, Florida, which Supplementary Declarations provided that the property in the Declarations shall be subject to the Master Declaration, save for certain provisions thereof; and

WHEREAS, pursuant to the provisions of the Declarations, the owners of lots subject thereto have agreed to the formation of the unincorporated entities known as Units 4, 5, and 7-Carrollwood Village Homeowners Association and the Unit 6-Carrollwood Village Homeowners Association, (hereinafter referred to as the "Unincorporated Entities") and authorized the Unincorporated Entities to delegate all of their powers, rights and obligations to Carrollwood Village Homeowners Association, Inc. (hereinafter referred to as the "Association"):

NOW THEREFORE, the Association, by and through its duly authorized officers does hereby execute this Affidavit of Formation and states as follows:

1. The above recitations are true and correct.

2. Attached hereto as exhibits are a copies of an Agreement by owners of lots subject to Declarations agreeing to the formation of the Unincorporated Entities referred to above and the immediate delegation of their authority to the Association.

3. The required number of lot owners necessary to effectuate the formation of the Unincorporated Entities and the delegation of their authority have executed written joinders in order to effectuate the purposes recited in the Exhibits hereto.

4. The Board of Directors of the Association has been authorized to undertake the rights, obligations and powers of the Unincorporated Entities as contemplated in the Declarations, and

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has held a meeting of its Board of Directors on June 19, 1989, wherein it agreed to undertake the obligations described in the Exhibits hereto, by a vote of 7 to 0, which resolution is in the minutes of the Association and remains unrevoked.

IN WITNESS WHEREOF, the Association has executed these presents this 12th day of July, 1990 for the purpose of putting the World on notice of its power and authority to administer the property subject to its Declarations in accordance therewith.

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

(SEAL)

Witnesses:

By: _____
CHARLES APGAR, President

Attest: _____
ROGER MOCK, Secretary

STATE OF FLORIDA)
SS
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared CHARLES APGAR, and ROGER MOCK, to me known to be the President and Secretary, respectively, of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of July, 1990.

_____
Notary Public

My commission expires:

Notary Public
State of Florida at Large
My Commission Expires
December 7, 1993

\krt\affidav.for

EXHIBIT TO
AFFIDAVIT OF FORMATION OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AND UNINCORPORATED ASSOCIATION;
UNITS 4, 5 AND 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AN UNINCORPORATED ASSOCIATION AND DELEGATION OF AUTHORITY TO
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

AGREEMENT BY MEMBER(S) OF UNITS 4, 5 & 7 -
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

W I T N E S S E T H :

WHEREAS, a Declaration of Restrictions for UNITS 4, 5 & 7- CARROLLWOOD VILLAGE (hereinafter referred to as "Declaration") was recorded in Book 3320 at Page 5 of the Official Records of Hillsborough County, Florida; and

WHEREAS, the Declaration contemplated, in Article II thereof that an entity for the property operation of the properties subject to the Declaration would be formed as either an incorporated body or an unincorporated entity to be known as THE UNITS 4, 5 & 7; CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, OR THE UNITS 4, 5 & 7; CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION INC.; and

WHEREAS, the Owners of Lots subject to the Declaration have never elected the form of the entity which will be responsible for proper operation of the properties subject to the Declaration; and

WHEREAS, the Declaration further contemplates, in Article III, Section 3, thereof that either the incorporated or unincorporated entity which was contemplated to operate properties subject to the Declaration has the authority to delegate any and all functions reserved to the entity to another entity:

NOW, THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners of Lots subject to the Declaration hereby agree as follows:

1. The above recitations are true and correct.

2. The Owners of Lots subject to the Declaration, by execution of these presents, do hereby agree to formation of UNITS 4, 5 & 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, an unincorporated Association, as the entity responsible for operation and enforcement of the provisions contained in the Declaration as it relates to the requirements of complying with Article I of the Declaration. Henceforth, Association shall have the power, responsibility and authority to deal

with all matters relating to Architectural Control and compliance with the other provisions of Article I shall be vested in the Association.

3. Owner(s) agree that the Board of Directors, as contemplated by Article I, Section 2, of the Declaration, shall be those persons who are elected to serve as the Board of Directors of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

4. Owner(s) acknowledge and agree that, after formation of the entity as contemplated herein, the Board of Directors of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. shall be assigned the right and obligation to carry out all functions of UNITS 4, 5 & 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, and that the unincorporated entity's Board of Directors shall delegate such functions.

5. Owners of Lots within the Plat subject to the Declaration may evidence their agreement to the terms contained herein by execution of a short form joinder, a copy of which is attached hereto and incorporated herein by reference.

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LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 420 • CLEARWATER, FLORIDA 34615-6933
TELEPHONE (813) 443-3781

EXHIBIT TO
AFFIDAVIT OF FORMATION OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AND UNINCORPORATED ASSOCIATION;
UNITS 4, 5 AND 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AN UNINCORPORATED ASSOCIATION AND DELEGATION OF AUTHORITY TO
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

PROXY AND JOINDER IN AGREEMENT BY MEMBER(S) OF
UNITS 4, 5 & 7 - CARROLLWOOD VILLAGE
HOMEOWNERS ASSOCIATION

The undersigned Owner(s) of Lot _____ as described on the Plat of Units 4, 5 & 7, Carrollwood Village, as described in Plat Book 48, Page 56 of the Public Records of Hillsborough County, Florida, hereby join in, agree and consent to the provisions of that certain Agreement by Member, a copy of which is attached hereto and incorporated herein by reference, which shall be considered at a meeting of the members to be held on _____ day of _____ at _____ _. M. at _____ _____.

Owner(s)

_____

_____

_____

Dated:_____

EXHIBIT TO
AFFIDAVIT OF FORMATION OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AND UNINCORPORATED ASSOCIATION;
UNITS 4, 5 AND 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AN UNINCORPORATED ASSOCIATION AND DELEGATION OF AUTHORITY TO
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

AGREEMENT BY MEMBER(S) OF THE UNIT 6 -
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION

W I T N E S S E T H :

WHEREAS, a Declaration of Restrictions for UNIT 6-CARROLLWOOD VILLAGE (hereinafter referred to as "Declaration") was recorded in Book 3427 at Page 1403 of the Official Records of Hillsborough County, Florida; and

WHEREAS, the Declaration contemplated, in Article II thereof that an entity for the property operation of the properties subject to the Declaration would be formed as either an incorporated body or an unincorporated entity to be known as THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.; OR THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION; and

WHEREAS, the Owners of Lots subject to the Declaration have never elected the form of the entity which will be responsible for proper operation of the properties subject to the Declaration; and

WHEREAS, the Declaration further contemplates, in Article III, Section 3, thereof that either the incorporated or unincorporated entity which was contemplated to operate properties subject to the Declaration has the authority to delegate any and all functions reserved to the entity to another entity:

NOW, THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners of Lots subject to the Declaration hereby agree as follows:

1. The above recitations are true and correct.

2. The Owners of Lots subject to the Declaration, by execution of these presents, do hereby agree to formation of THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, an unincorporated Association, as the entity responsible for operation and enforcement of the provisions contained in the Declaration as it relates to the requirements of complying with Article I of the Declaration. Henceforth, Association shall have the power, responsibility and authority to deal with all matters relating to Architectural Control and

compliance with the other provisions of Article I shall be vested in the Association.

3. Owner(s) agree that the Board of Directors, as contemplated by Article I, Section 2, of the Declaration, shall be those persons who are elected to serve as the Board of Directors of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

4. Owner(s) acknowledge and agree that, after formation of the entity as contemplated herein, the Board of Directors of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. shall be assigned the right and obligation to carry out all functions of THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, and that the unincorporated entity's Board of Directors shall delegate such functions.

5. Owners of Lots within the Plat subject to the Declaration may evidence their agreement to the terms contained herein by execution of a short form joinder, a copy of which is attached hereto and incorporated herein by reference.

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LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 420 • CLEARWATER, FLORIDA 34615-6933
TELEPHONE (813) 443-3781

EXHIBIT TO
AFFIDAVIT OF FORMATION OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AND UNINCORPORATED ASSOCIATION;
UNITS 4, 5 AND 7 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION,
AN UNINCORPORATED ASSOCIATION AND DELEGATION OF AUTHORITY TO
CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

PROXY AND JOINDER IN AGREEMENT BY MEMBER(S) OF
THE UNIT 6 - CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION

The undersigned Owner(s) of Lot _____ as described on the Plat of Unit 6, Carrollwood Village, as described in Plat Book 49, Page 39 of the Public Records of Hillsborough County, Florida, hereby join in, agree and consent to the provisions of that certain Agreement by Member, a copy of which is attached hereto and incorporated herein by reference, which shall be considered at a meeting of the members to be held on _____ day of _____ _____ at __:__ _.M. at _____.

Owner(s)

_____

_____

_____

Dated: _____

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UNIT 6 - CARROLLWOOD VILLAGE

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that VILLAGE DEVELOPMENT COMPANY, a Joint Venture organized and existing under the Florida Uniform Partnership Act, having its principal place of business in Hillsborough County, Florida, as owner of certain lands in Hillsborough County, Florida, being developed for residential purposes, said lands being described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and files herewith, in accordance with Chapter 695, Florida Statutes, the following master form of restrictions, covenants running with the land, and conditions of use and occupancy. The purpose of these Restrictions, which shall apply only to the hereinabove described property, is to enable and aid the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents.

ARTICLE I

1. Lot.

The word "lot" herein used shall mean the entire piece of land on which a resident is situated or is to be situated.

2. Approval of Plans.

A. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, there shall be a Committee appointed to review plans and

This Instrument Was Prepared By
E. BRADFORD MILLER
GIBBONS, TUCKER, McEWEN, SMITH, COFER & TAUB
A PROFESSIONAL ASSOCIATION
606 Madison St. — P. O. Box 1363 — Tampa, FL 33601

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CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

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specifications and which Committee shall be initially composed of a person representing VILLAGE DEVELOPMENT COMPANY (hereinafter referred to as "Declarant"), a development architect, a land planner, and such other individuals from time to time as the above persons would deem to be an asset to the Committee. The Declarant shall designate the first members of the Committee.

B. When seventy-five percent (75%) of the lots have homes completed thereon and are occupied, the Declarant will then dismiss all prior appointees made by Declarant or the Committee to the Committee, save and except one representative, and the current lot owners of record of the lands described herein, other than the Declarant, shall among themselves appoint two members to sit on the said Committee. The new or reconstituted three-member Committee will then consist of two members chosen by the lot owners of record and one member chosen by the Declarant. The procedure for affecting such transition described in this Paragraph 2(B) of Article I shall be in either of the following manners:

(i) An affidavit executed by fifty percent (50%) or more of the lot owners of record setting forth the names of the Committee members appointed by such lot owners. Such affidavit shall not require witnesses. When two or more persons hold an interest (other than as lessee or holder of a security interest) in any lot, such affidavit may be executed by one of such persons for all persons holding an interest in such lot; or

(ii) An affidavit executed by the Declarant and by the members of the new or reconstituted three-member Committee stating under oath that fifty percent (50%) or more of the lot owners of record have appointed the new Committee members named therein. Such affidavit shall set forth the names and addresses of the lot owners who

have made or concurred in such appointment. When two or more persons hold an interest (other than as lessee or holder of a security interest) in any lot, the approval or concurrence of the owners of such lot may be given or exercised by one of such persons for all persons holding an interest in such lot. Witnesses shall not be required on such affidavit.

The affidavit executed pursuant to (i) or (ii) of this Paragraph 2(B) of Article I shall be recorded in the Public Records of Hillsborough County, Florida.

C. When all of the lots have homes completed thereon and are occupied, the Declarant will then dismiss the appointee or member named by the Declarant, and the current lot owners of record of the lands described herein shall determine the size, membership, and composition of the Committee in the manner specified in Paragraph 2 of Article II of this Declaration of Restrictions.

D. The Committee shall constitute the Board of Directors described in Paragraph 3 of Article II of this Declaration of Restrictions.

3. Powers of Committee.

The Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building and no fence, wall, utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same showing the nature, kind and shape, height, size, materials, floor plans, exterior

color schemes, location and orientation of the lot and square footage, construction schedule, front, side and rear elevations, and such other information as the Committee shall require including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the sitting of homes on each side of the residency under consideration. The Committee shall have the reasonable right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any specific reason or reasons, including purely aesthetic reasons connected with future development plans of the Developer of said land or non-contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these Restrictions; and any such exterior addition or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at owner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required and this Section shall be deemed to have been fully complied with.

Each member of the Committee so appointed or selected shall have no liability to anyone by reason of any act or acts or action by him as a member of the Committee.

A. Plans and specifications may be prepared by a qualified designer. The designer submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

B. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

4. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the platted lots in the Subdivision as same are now platted, according to said recorded plat of said Subdivision, except that more than one lot may be used for one private dwelling.

5. No building shall be located on any building plot nearer than twenty-five feet (25') to the front line. Each building shall have two (2) side yards, each of which side yard shall have a minimum of ten feet (10'). As to corner lots, the owner shall determine which yard is to be designated as the side yard; the minimum side yard adjacent to street right-of-way shall be twenty-five feet (25'). No dwelling shall be located nearer than twenty-five feet (25') to the rear lot line on non-golf course lots. No dwelling unit shall be located nearer than thirty-five feet (35') to the rear lot line on golf course lots. Any detached garage, carport or other out-building or structure, including but not limited to swimming pool, must be submitted to the Committee and must be approved with written consent from the Committee and shall have a minimum setback from the rear lot line of any non-golf course lot of not less than ten feet (10') and of any golf course lot of not less than fifteen feet (15').

6. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling, not to exceed two (2) stories in height, which is more particularly set forth herein, and a private garage or carport for not more than three (3) cars, and other out-buildings approved prior to erection by the Committee in writing.

7. Other than the above mentioned single-family dwelling, no building other than an attached garage may be erected on any building plot without the prior written consent of said Committee and no structure of a temporary nature or character shall be used as a residence. If a detached garage or out-building is built, either simultaneously with or subsequent to the erection of the dwelling house, the same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling house.

8. All buildings placed on any part of the tracts herein described shall be constructed thereon according to plans and specifications which have been approved by the Committee.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No building or structure shall be moved onto any lot or parcel in the area covered by these Restrictions, it being the intent of the imposition of these Restrictions that any and all buildings or structures on any of the properties herein before described shall be constructed thereon.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No sign of any kind shall be displayed to the public view on any lot in said Subdivision, except that there may be one sign of not more than five (5) square feet, advertising the property for rent or sale; also, such signs as are used by builders to advertise the property during the construction and sale period may be placed on such lots.

13. If the parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

14. All of the rights of the said Declarant in connection with the enforcement of any of the foregoing Restrictions,

together with the right of approval of any and all plans and specifications, shall extend to its successors and assigns. However, in the event that said Declarant should be dissolved according to law without transferring Declarant's rights to a successor, then property owners in said Subdivision may elect or appoint a Committee composed of not less than three (3) persons, said Committee to be selected by majority vote of said property owners, which said Committee shall succeed to all of the rights of said Declarant, as set out in this Declaration of Restrictions.

15. The ground floor area of the main structure of any single-family dwelling on the property described in this Declaration of Restrictions shall not be less than two thousand one hundred (2,100) square feet exclusive of open porches, garages or carports, except that it may be reduced to a minimum of one thousand five hundred (1,500) square feet for two-story dwellings; provided, however, the total floor area of two-story dwellings shall not be less than two thousand five hundred (2,500) square feet exclusive of open porches, garages or carports.

16. A. No walls, fences or other out-buildings or additions to any of the buildings shall be erected by the owners of any of the property in said ubdivision unless a written variance is obtained from the said Committee; and such walls, fences and other buildings or additions to any dwellings shall be erected according to the plans and specifications approved by said Committee.

B. On golf course frontage lots no fence facing the rear property line shall be higher than four feet (4') and no such fence shall be within twenty-five feet (25') of the rear property line unless a written variance is obtained from the Committee. The location and dimension of fences on the rear property line of golf course lots are herein established by the Declarant as safety factors for swimming pools and lakes. The

fence facing the rear properly line on a golf course lot shall be of the picket variety as opposed to the shadowbox variety, unless a written variance is obtained from the Committee. No wall shall be constructed facing the rear property line of golf course lots.

C. No fences or walls facing or along the rear property line of non-golf course lots shall exceed six feet (6') in height unless a written variance is received from the Committee.

D. No fence or wall of any type shall be permitted between the street right-of-way and minimum building set-back line of either golf course lots or non-golf course lots.

E. On golf course lots fences and walls shall not exceed six feet (6') in height from the minimum building set-back line to the building line of the main structure unless a written variance is obtained from the Committee; and such fences and walls shall not exceed four feet (4') in height from the back building line to the rear fence line referred to in Subparagraph (B) of this Paragraph 16 of Article I unless a written variance is obtained from the Committee.

F. On non-golf course lots fences and walls shall not exceed six feet (6') in height from the minimum building set-back line to the rear property line unless a written variance is obtained from the Committee.

17. No owner of any lot on which there exists a cypress head or a portion thereof shall materially change or alter said cypress head or any portion thereof.

18. All lots must have one hundred percent (100%) underground sprinkling coverage in operable condition.

19. Street mailboxes shall be of the type consistent with the character of UNIT 6, CARROLLWOOD VILLAGE, and shall be placed and maintained to compliment the houses in said UNIT 6. Before

erecting a street mailbox, application for approval thereof shall be made by each owner of a lot in UNIT 6, CARROLLWOOD VILLAGE, to the Committee. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service unless a written variance is received from the Committee.

20. No docks, piers or similar structures shall be constructed by any lot owner.

21. No lot owner or resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use or to place rocks, stones, trash, garbage, sewage, water discharge from swimming pools or heating or air conditioning systems, waste water, other than surface drainage, rubbage, debris, ashes, or other refuse in any of the lakes.

22. The owner of each lot shall mow and maintain his lot or lots prior to construction so as not to detract from the value of the surrounding area. In the event any owner of a lot or lots shall fail to properly mow and maintain his lot or lots to the satisfaction of the Declarant, the Declarant shall have the right, at its option, to mow and maintain such lot or lots and the owner thereof shall be liable to the Declarant for any and all costs for maintaining and mowing said lot or lots and the Declarant shall have the rights specified in Subparagraph (E) of Paragraph 4 of Article II of this Declaration of Restrictions.

23. Outside clotheslines shall not be permitted.

24. Each owner shall install, at the time of construction, an automatic garage door closer which shall at all times be maintained in an operable condition.

25. All landscape plans and hedges must receive prior written approval from the Committee before implementation.

26. No commercial vehicles of any type shall be permitted to remain overnight on any lot within UNIT 6, CARROLLWOOD VILLAGE,

unless garaged, other than as may be used by the Declarant in connection with the development or improvement of such lots or in connection with the development and improvement of UNIT 6, CARROLLWOOD VILLAGE, or those other than the Declarant while building homes on such lots in connection with such building operations.

27. No private trucks or trailers and no unlicensed motor vehicles of any kind shall be permitted to remain overnight on the property of a private dwelling, unless garaged. No boat, boat trailers, campers, motor homes, or other such vehicle, trailer or vessel shall be permitted to stay on a public right-of-way or on a lot unless permanently enclosed from view of adjoining lots, streets and common areas.

28. No window air conditioning units shall be installed without the prior written approval of the Committee.

29. Except with the prior written approval and permission of the Committee and all governmental agencies having jurisdiction, no water well shall be sunk or drilled on any lot. However, Declarant reserves the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any lot designated for such use in the recorded plat.

30. Each owner of lot or lots shall construct or cause to be constructed at the time of the construction of a dwelling a concrete sidewalk four feet (4') in width extending across the entire lot or lots consistent with the remaining sidewalks in the Subdivision and in the event any owner of a lot or lots fails to construct such a sidewalk the Declarant, at its option, shall have the right to construct or cause to be constructed such a sidewalk and such owner shall be liable to Declarant for any and all cost in connection therewith.

31. The owner of any affected lots adjoined by a concrete block and stucco wall may maintain any portion of said wall facing his lot provided any such owner shall not change the texture or color of said walls.

32. Construction of Dwellings.

A. Construction of each single-family residence dwelling shall commence within thirty-six (36) months from the date of the original lot conveyance by the Declarant, unless a written extension of time for commencement of construction be obtained by the owner or owners from either the Declarant or from the Committee.

B. Construction of each single-family residence shall be substantially completed within twelve (12) months from the date of commencement thereof unless a written extension of such time limit be obtained from the Committee upon request in writing by the owner or owners of the lot upon which such single-family residence dwelling is being constructed, the prime contractor for such single-family residence, and the qualified designer thereof.

C. In the event of a violation of or failure to comply with the requirements of Subparagraph (A) of this Paragraph 32 of Article I, Declarant shall have a twelve (12) month option commencing on the first day of the thirty-seventh (37th) month to buy back the lot at the original purchase price, plus interest at the rate of six percent (6%) per annum. In the event that the period for constructing a single-family residence has been extended by either the Declarant or the Committee in the manner specified in Subparagraph (A) of this Paragraph 32 of Article I, the twelve (12) month period for the foregoing option shall commence on the day following the expiration date of the extension.

33. It is the intention of the Delcarant to have no garage openings that face streets, to assure that such garage openings are not visible from any street right-of-ways on which the building lot abuts. Notwithstanding the foregoing, the Committee reserves the right to allow front entry garages in those instances where lot size either presents a hardship for a side entry garage or forces a two-story structure. All garages shall have a capacity for at least two (2) automobiles.

34. A. Amendments to these Restrictions can be made from time to time by filing among the Public Records of Hillsborough County, Florida, such amendment in a form executed and acknowledged

in the manner required for filing of deeds which would either delete and/or add to powers to these Restrictions. Said amendment to these Restrictions shall be accomplished by having same executed and acknowledged by two-thirds (2/3) of the owners of record of lots in UNIT 6, CARROLLWOOD VILLAGE. Every purchaser or subsequent grantee of any interest in any lot or property subject to this Declaration by acceptance of a deed or other conveyance thereof agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

B. The foregoing provisions of Subparagraph (A) of this Paragraph 34 notwithstanding, Declarant shall have the right for a period of eighteen (18) months from date hereof to supplement or amend this Declaration for the purposes of subjecting the property encompassing UNIT 6, CARROLLWOOD VILLAGE, described in Exhibit "A" hereto, to all or part of those covenants, conditions and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions affecting certain lands in CARROLLWOOD VILLAGE and which was recorded in Official Record Book 2476 on Page 944-967 of the Public Records of Hillsborough County, Florida, by Sunstate Builders, Inc., on or about April 27, 1972.

35. This Declaration of Restrictions shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and upon the heirs, executors and assigns of any persons, partnerships, corporations or other entities which thereafter acquire title to the properties.

36. The invalidity in whole or in part of any covenant or restriction of any Section, Subsection, sentence, clause, phrase or word or other provision of Articles I, II or III of this Declaration of Restrictions shall not affect the validity of remaining portions.

ARTICLE II

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots in UNIT 6,

CARROLLWOOD VILLAGE (hereinafter referred to as the "Subdivision"), and to enable and aid the goal of secure and safe living, there shall be created an association (hereinafter referred to as the "Association"), which shall be known as THE UNIT 6, CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, if unincorporated, or THE UNIT 6, CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., if incorporated. The members shall decide whether the Association shall be unincorporated or incorporated.

1. Purpose.

The purposes of the Association are as follows:

(a) Contract with various entities or persons to provide services and facilities that the Association might determine are necessary for UNIT 6, CARROLLWOOD VILLAGE.

(b) Assess and collect funds from its members for the necessary and reasonable costs of providing the services and facilities that Association might determine are necessary for UNIT 6, CARROLLWOOD VILLAGE.

(c) Vote upon and consider, in the manner set forth in Paragraph 34 of Article I herein, amendments to the Declaration of Restrictions for UNIT 6, CARROLLWOOD VILLAGE.

(d) Nominate and elect a Board of Directors which shall also act as the Committee specified in Article I, Paragraph 2 above, subject to the provisions of Subparagraphs (A) and (B) of said Paragraph 2 of Article I with respect to appointees named by the Declarant.

2. Members.

A. Every person or entity who is a record owner of a fee or undivided interest in that certain plat of land recorded

in the Public Records of Hillsborough County, Florida, and described above, shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to an assessment by the Association. Every owner of a lot shall be a member of the Association, subject to and bound by the resolutions, rules, regulations and By-Laws of the Association and, if the Association be incorporated, subject to its Articles of Incorporation.

B. When any lot is owned of record in joint tenancy or tenancy in common or by some other legal entity or when two or more persons or other legal entities are purchasing one or more lots under contract or agreement of purchase, the membership as to such lot or lots shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Subparagraphs (E) and (F) of this Paragraph.

C. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and the rights to use any facilities or services which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any covenants and restrictions herein contained or rules or regulations established by the Board of Directors, such member's use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or Committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail certifying such alleged violation and setting the time, place and date of the hearing.

Determination of violation shall be made by a majority vote of the Board (or Committee thereof) and such action shall thereby be conclusive.

D. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay, when due, charges, assessments and special assessments levied upon each member's lot as specified in this Declaration, or the By-Laws of the Association or as the members of the Association may from time to time hereafter adopt.

E. The voting rights of the membership shall be appurtenant to the ownership of the lot. Each lot on which a private single-family residence is or may be constructed shall entitle the owner or owners of said lot to one vote, except that if a private single-family residence is constructed on more than one lot, the owner or owners thereof shall be entitled to only one vote.

F. When two or more persons hold an interest (other than as lessee or holder of a security interest) in any lot, all such persons shall be members, however, the vote of such lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest in such lot and in no event shall more than the number of votes hereinafter designated be cast with respect to any lot or private single-family residence.

G. Any member who is delinquent in the payment of any assessments or charges duly levied by the Association against a lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid. The Association may suspend the voting rights of any member who is in violation of the covenants and restrictions, or of the

By-Laws of the Association or of its published Rules and Regulations, for the period of such violation.

H. Voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where Directors or Officers are to be elected by members, the solicitation of proxie for such election may be conducted by mail.

3. Board of Directors.

The Board of Directors of the Association shall be appointed in the manner set forth in Article I, Paragraph 2 above. Each Director so appointed shall have no liability to anyone by reason of any act or acts or action by him as Director.

4. Covenants For Maintenance Assessments.

A. Each and every owner of a lot or private single-family residence within UNIT 6, CARROLLWOOD VILLAGE, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association when due such annual, special or other assessments as the Association may levy from time to time by vote of two-thirds (2/3) of the total membership votes for such purpose or purposes for the benefit of the membership as may be expressly approved by vote of two-thirds (2/3) of the total membership votes. Any such annual, special or other assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the lot, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the

assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

B. The purpose of any such assessments may include, but not by way of limitation, maintenance of the lots and improvements thereon as provided in Subparagraph 3 of this Paragraph, other services for the collective benefit of the Association's members to promote the health, safety and welfare of the residents of the community, and employment of attorneys, accountants and other professionals to represent the Association if and when necessary or useful, the employment of security personnel and the provision of any service which is not readily available from any governmental authority or to augment or enhance any such service; and such other needs as may arise.

C. Any assessment remaining unpaid by any lot owner for a period of thirty (30) days following the date payable as specified hereinabove shall thereafter bear interest at the rate of eight percent (8%) per annum, and shall become, and be, a lien against said lot, the amount of said lien to include said interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorneys fees. The Board of Directors of the Association may at any time after such fee or assessment has become a lien, as aforesaid, record in the Public Records of Hillsborough County, Florida, a Notice of Lien, which shall state the amount and description of said lien, name of delinquent lot owner, and description of the lot of said owner affected by said lien, said Notice to be signed by an Officer of the Association. Upon satisfaction of said lien, Association shall provide said owner with written satisfaction of said lien, and Satisfaction of Lien to be signed by an Officer of said Association and to be in recordable form. Said lien may be enforced and foreclosed

upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida Law.

D. Each lien established under the provisions of this Declaration shall be subordinate to any and all bona fide mortgages which have been given in good faith and for value by any owner against whose property in UNIT 6, CARROLLWOOD VILLAGE, said lien attaches as aforesaid if such mortgages have been recorded prior to recordation of the Notice of Lien referred to hereinabove. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding or granting of deed in lieu thereof shall extinguish the lien of such assessments as become due prior to such sale or transfer but shall not relieve such lot or the transferee thereof, other than a mortgagee, from liability for any assessments thereafter becoming due or from the lien thereof.

E. Each lot, including the improvements thereon, whether occupied or unoccupied, shall be maintained clean, in good repair and good appearance, from refuse, debris, unsightly growth and fire hazard. In the event any owner of any lot shall fail, neglect or omit to trim or maintain or keep clean such lot and to maintain the yard and landscaping, or shall fail to keep clean, painted and maintained and in good repair the exterior and structure of any and all improvements on such lot for more than ten (10) days after having been given written notice so to do by the Association, said notice being addressed to and mailed by registered or certified mail to such owner at his last known address, the Association may, but shall not be required to or have any duty to, enter upon such lot for the purpose of remedying said defects and failures stated in said notice and the expense of so remedying said defects shall become a lien upon such lot and the improvements thereon, collectible and

enforceable in the same manner as other charges or liens as herein provided.

F. Written notice for any meeting called for the purpose of taking any action to authorize, make, establish or change any assessment shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence in person or by proxy of members entitled to cast sixty-six and two-thirds percent (66-2/3%) of all the votes of the Association shall constitute a quorum.

G. Any assessments must be fixed at a uniform rate for all lots.

5. Lot Owners' Interim Rights

Nothing contained in Article II herein or Article III below shall be construed to affect any existing rights provided for in Article I of this Declaration of Restrictions.

ARTICLE III

GENERAL PROVISIONS

1. Duration.

The foregoing Restrictions shall be covenants running with the land and shall be binding and effective until December 31, 2020, and may then be renewed for successive periods of ten (10) years each by the affirmative vote of two-thirds (2/3) of the owners entitled to vote. Every purchaser or subsequent grantee (other than a mortgagee or other interest held only as security for the performance of an obligation), of any interest in any lot or property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be enforced as provided in this Declaration.

2. Enforcement.

If any person, firm or corporation shall violate or attempt to violate any of these Restrictions, it shall be lawful for the Association or any other person, firm or corporation owning any lot within UNIT 6, CARROLLWOOD VILLAGE, to bring an action against the violating party at law or in equity for any claim which these Restrictions may create in the Association or in such other owner or interested party either to prevent said person, firm or association from violating or attempting to violate these Restrictions or to recover damages for such violations. The provisions of this Paragraph are in addition to and separate from any other rights of the Association hereunder or by law to enforce these Restrictions and to collect Association assessments. Any failure by the Association or any owner of any lot or property subject to this Declaration to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

3. Delegation and Assignability.

Declarant and the Association shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant or the Association respectively. Further, notwithstanding any other provisions contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to any common properties; provided, however, that any such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of such sale, transfer or conveyance, Declarant shall not be relieved of liability resulting from its failure to perform or its negligent performance of its obligations under these covenants prior to such

sale, transfer or conveyance. Declarant shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants arising after such sale, transfer or conveyance.

4. Unintentional Violation of Restrictions.

In the event of unintentional violations of any of the foregoing Restrictions with respect to any lot, the Association reserves the right (by and with the mutual written consent of the owner or owners for the time being of such lot) to change, amend, or release any of the foregoing Restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the said VILLAGE DEVELOPMENT COMPANY has caused this Declaration of Covenants and Restrictions to be executed by its Manager, this 5 day of Oct., 1978.

Signed, sealed and delivered
in the presence of:

K. C. Kaufmann

VILLAGE DEVELOPMENT COMPANY

By: Thomas J. Shannon, Jr.
Thomas J. Shannon, Jr.
Manager

Acting pursuant to Section 2.03 on Pages 4-7 inclusive of the Joint Venture Agreement dated July 15, 1977 between South Village Development Corporation and WJW Co., Inc., recorded July 15, 1977 in Official Record Book 3259 at Pages 86-106 of the Public Records of Hillsborough County, Florida.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

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 THOMAS J. SHANNON, JR.,

to me known to be the person described as Manager of VILLAGE DEVELOPMENT COMPANY, a Joint Venture organized and existing under the Florida Uniform Partnership Act and to me known to be the person described in and who executed the foregoing Declaration of Restrictions as Manager of VILLAGE DEVELOPMENT COMPANY, pursuant to authority lawfully conferred upon him by the partners or subscribers in said Joint Venture, and he acknowledged before me that he executed the same as such Manager in the name of and on behalf of said Joint Venture.

WITNESS my hand and Official Seal in the County and State aforesaid this 5th day of Oct, 1978.

Karen A. Kaufman

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 5, 1981

UNIT 6, CARROLLWOOD VILLAGE, according to the map or plat thereof recorded in Plat Book 49 , Page 39 , of the Public Records of Hillsborough County, Florida

Exhibit "A"

To

DECLARATION OF RESTRICTIONS

UNIT #6 CARROLLWOOD VILLAGE

OFF. REC. 3427 PG 1427

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION Made this 5 day of Oct., 1978, by VILLAGE DEVELOPMENT COMPANY, a Joint Venture, having its principal place of business in Hillsborough County, Florida, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, SUNSTATE BUILDERS, INC. has heretofore on April 27, 1972, made and executed certain Declaration of Covenants, Conditions and Restrictions affecting certain lands in CARROLLWOOD VILLAGE which was subsequently recorded on May 8, 1972 in Official Record Book 2476 at Pages 944-967 of the Public Records of Hillsborough County, Florida; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions contains a provision in Section 2 of Article II permitting extension of said Declaration of Covenants, Conditions and Restrictions to other property and thereby to bring such additional properties within the jurisdiction of the Association under the terms of said Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached to this Supplementary Declaration and desires to subject said real property described in Exhibit "A" attached hereto to the said Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 2476 at Pages 944-967 of the Public Records of Hillsborough County, Florida, with certain exceptions and modifications of the covenants, conditions and restrictions contained in said Declaration.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A" attached hereto and made a part hereof is and shall be held, transferred, sold, conveyed and occupied subject

RECEIVED
OCT 10 3 57 PM '78
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

A 53009

LOCKLIN, MELWEIN, SMITH, COFER & TAUB
A PROFESSIONAL ASSOCIATION
63 Madison St. — P. O. Box 1303 — Tampa, FL 33601

to the terms and conditions of said Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 2476 on Pages 944-967 of the Public Records of Hillsborough County, Florida, with the exception that said lands described in Exhibit "A" attached hereto shall not be subject to the terms and conditions of the following Articles and Sections of said Declaration of Covenants, Conditions and Restrictions, to-wit:

(1) Article VI - ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS and each and every Section thereof on Pages 10-18, inclusive.

(2) Article VIII - TIME LIMIT TO BUILD, CONTRACTORS AND GOVERNMENTAL RESTRICTIONS and each and every Section thereof on Pages 18-19, inclusive.

The covenants, agreements and rights set forth herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under the Developer.

IN WITNESS WHEREOF, the said VILLAGE DEVELOPMENT COMPANY has caused this Supplementary Declaration of Covenants, Conditions and Restrictions to be executed by its Manager, acting pursuant to Section 2.03 on Pages 4-7, inclusive, of the Joint Venture Agreement dated July 15, 1977 between SOUTH VILLAGE DEVELOPMENT CORPORATION and WJW CO., INC. recorded July 15, 1977 in Official Record Book 3259 at Pages 86-106 of the Public Records of Hillsborough County, Florida.

Signed, sealed and delivered
in the presence of:

VILLAGE DEVELOPMENT COMPANY

By: _____
Thomas J. Shannon, Jr.
Manager

STATE OF FLORIDA)
) OFF. REC. 3427 PG 1429
COUNTY OF HILLSBOROUGH)

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 THOMAS J. SHANNON, JR., to me known to be the person described as Manager of VILLAGE DEVELOPMENT COMPANY, a Joint Venture organized and existing under the Florida Uniform Partnership Act, to me known to be the person described in and who executed the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions as Manager of VILLAGE DEVELOPMENT COMPANY, pursuant to authority lawfully conferred upon him by the partners or subscribers in such Joint Venture, and he acknowledged before me that he executed the same as such Manager in the name of and on behalf of such Joint Venture.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of Oct, 1978.

Karen A. Kaufman

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 5, 1981

UNIT 6, CARROLLWOOD VILLAGE, according to the map or plat thereof recorded in Plat Book 49 , Page 39 , of the Public Records of Hillsborough County, Florida

Exhibit "A"

To

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS