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DECLARATION OF RESTRICTIONS

CARROLLWOOD VILLAGE, PHASE II, VILLAGE V

Pepperrell

KNOW ALL MEN BY THESE PRESENTS, that U.S. Home Corporation ("Developer") being the owner in fee simple of all Carrollwood Village, Phase II, Village V (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 50, at Page 34 of the Public Records of Hillsborough County (the "Plat"), does hereby declare that the Subdivision and all lots therein, are subject to the restrictions as described below (the "Restrictions"), which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

ARTICLE I

USE RESTRICTIONS

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
RECORDING DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33601

1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat or as reserved in Paragraph 4 of this Article.

2. Structures.

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Any Structure erected or placed upon a lot in the Subdivision must be in compliance with all applicable zoning regulations and these Restrictions. No structure shall be erected or placed on a lot nearer than twenty-five (25) feet from a Front Street, nearer than five (5) feet from a Side Yard Line, nor nearer than twenty-five (25) feet from a Rear Yard Line; provided that a swimming pool, its decking and enclosure may be erected or placed up to ten (10) feet from a Rear Yard Line and up to five (5) feet from a Side Yard Line. A swimming pool may not be located in the front yard of any lot nor within twenty-five (25) feet of a Side Street. The terms "Front Street", "Side Street", "Side Yard Line" and "Rear Yard Line" are as used and as shown by illustration on attached Exhibit A. No decks, piers or similar structures shall be constructed by any lot owner.

3. Dwellings.

No dwelling shall have a floor area of less than fifteen hundred (1500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purpose of these Restrictions, shall be deemed to be a room containing at least one shower or tub, and a toilet and wash basin. All lots shall have at least a two (2) car garage which may be attached to and made part of the dwelling. No dwelling shall have aluminum siding or exceed twenty-five (25) feet in height. All dwellings shall be constructed with concrete or asphalt driveways and solid sodded front, side and rear lawns.

4. Easements.

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to

This instrument prepared by and to be returned to:

Randy J. Morell, Esq.  
SOROTA AND ZSCHAU, P.A.  
2515 Countryside Blvd. - Suite A  
Clearwater, Florida 33515

Developer over all utility and drainage easements areas shown on the Plat, and Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the direction or flow of drainage water or obstruct or retard the flow of water through drainage channels or facilities in such easement areas. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

5. Use of Accessory Structures.

No tent, shack, garage, barn or other building other than the dwelling shall, at an time, be erected on a lot and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by contractors or developers in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision.

6. Commercial Uses and Nuisances.

No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, its agents or designated assigns has the right to (i) use lots and houses erected thereon for sales offices, field construction offices, storage facilities, and general business offices, and (ii) maintain fluorescent lighted or spotlighted model homes in the Subdivision open to the public for inspection seven (7) days per week until 10:00 P.M. Developer's rights under the preceding sentence shall terminate on January 1, 1984. It is the express intention of this Paragraph that the rights granted Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to Developer's sales activity relating to the Subdivision, but shall benefit Developer in the construction, development and sale of such other property and lots which Developer may own.

7. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No persons owning or in custody of any animal shall allow it to stray or go upon another's lot without the consent of the owner of such lot. No more than a total of 2 animals may be kept on any lot.

8. Fences, Walls and Hedges.

A. Fence Locations, Height and Materials

Fences, walls and hedges may be constructed of a height not to exceed 6 feet as follows:

Along (i) the Side Yard Lines, subject to Subsection 8.B (ii); (ii) the Rear Yard Line; (iii) the Rear Dwelling Line; and (iv) the Front Dwelling Line. An illustration of the permissible location of Fences of up to 6 feet is set forth in Exhibit A attached hereto and incorporated herein.

B. Fence Prohibitions.

No fence may be constructed in the following areas:

(i) Between the street facing the front of the dwelling (the "Front Street") and a straight line connecting the front of the dwelling to the Side Yard Lines (the "Front Dwelling Line"); or (ii) between the street facing the side of the dwelling (the "Side Street") and a straight line connecting the side of the dwelling to the Rear Yard Line ("Side Dwelling Line").

C. Special Provisions.

Notwithstanding anything to the contrary: (i) fences of a height not to exceed 8 feet may be constructed between the Rear Dwelling Line and the Rear Yard Line when such fence surrounds the immediate perimeter of a terrace or patio area, and when attached to or adjoining the dwelling; (ii) chain link or other fences for athletic courts including tennis courts and racquetball courts and lighting systems for such courts (including, but not limited to, corner post lighting aimed diagonally at the courts) may be built according to the zoning regulations of Hillsborough County and any variances therefrom approved by the appropriate governmental agency and their use and construction shall be exempt from all limitations and other provisions of these Restrictions except those set forth in this Subparagraph 8.C.; (iii) Paragraph 8 of Article I shall not apply to completely enclosed screened areas attached to the dwelling; (iv) no hedges, walls or fences other than split rail fences not to exceed 3 feet in height (which may be installed together with a chain link fence of equal height) may be erected or planted along the Rear Yard Line or on the Side Yard Lines within 15 feet of the Rear Yard Line on lots adjacent to the Open Areas; (v) a decorative wall or entrance forward of the Front or Side Dwelling Lines shall be permitted if constructed at the time of construction of the original dwelling on the lot as part of its elevation of design; and (vi) Paragraph 8 of Article I shall not apply to the boundary wall described in Paragraph 17 of this Article. The term "Open Areas" shall mean the Tracts A and B as shown on the Subdivision Plat, and also the unplatted green space adjacent to the Rear or Side Lot Line of Lots 15, 16, 17, 22, 23, 24, 32 and 33, Block 1.

D. Definitions.

The terms "Front Dwelling Line", "Side Dwelling Line", "Rear Dwelling Line", "Front Street", and "Side Street" are as used and as shown by illustration on Exhibit A.

9. Vehicles.

No vehicle shall be parked in the Subdivision except on a paved street, a paved driveway, or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles and any vehicle not in operable condition or validly licensed shall be permitted in the Subdivision only if parked inside a garage and concealed from public view.

10. Storage; Clothes Hanging; Antennas.

No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view. Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, TV or electric antennas shall be allowed, provided that lightning rods shall be installed so as to be completely concealed from the public view, such as in attics or garages.

11. Lot Upkeep.

After acquiring title from Developer, all owners of lots whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

12. Signs.

No signs shall be displayed with the exception of a maximum of one "For Sale" sign upon each lot not exceeding 36" X 24". Notwithstanding anything to the contrary herein, Developer, its successors and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

13. Cypress Trees.

No owner of any lot on which there exists a cypress head or a portion thereof shall alter or damage such cypress head or any portion thereof in any way.

14. Mailboxes.

Street mailboxes shall be a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the neighborhood. At such time as door postal services 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.

15. Wells.

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

16. Boundary Wall.

The top and interior facing surfaces of the Subdivision boundary wall located on or adjacent to the Rear or Side Yard Lines of a lot shall be maintained and repaired by the lot owner at his expense. The exterior facing surface shall be maintained and repaired by the Carrollwood Village Phase II Homeowners Association, Inc. ("Homeowners Association"). No lot owner shall be permitted to paint, decorate, improve or alter, nor to add, attach or affix any object or thing to the top or exterior facing surface of such boundary walls, either temporarily or otherwise. No lot owner shall be permitted to add, attach or affix any object or thing to the interior facing surface of the boundary wall which is thereby made visible to the public view, nor add, attach or affix any object or thing to the interior facing surface of the boundary wall

17. Street Lighting

If at any time hereafter Developer, or its successors, requests that a street lighting district be organized pursuant to Hillsborough County ordinance, or as otherwise provided by law, comprised in whole or in part by the Subdivision, all owners of lots in the Subdivision will, upon written request by the Developer: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefor, without payment of any compensation; (iii) pay any assessments imposed on their lots by such street lighting district; and (iv) join in any petition to annex contiguous property to the street lighting district.

18. Exemption for Tract A, Tract B and Lot 5-A

Notwithstanding anything in these Restrictions to the contrary, the areas shown on the Plat as Tract A, Tract B and Lot 5-A, Block 1, shall be exempt from all of the provisions of Article I of these Restrictions except for: (i) Paragraphs 16 and 17; and (ii) the express provisions of this Paragraph. Developer expressly reserves the right, in connection with its conveyance of Tract A and Tract B to the Homeowners Association, to impose easements and additional restrictions, which additional restrictions shall pertain to the use and purpose of Tract A and Tract B as Community Property subject to the Master Declaration, as defined in Article II, Paragraph 3 of these Restrictions.

ARTICLE II

MISCELLANEOUS

1. Term and Amendment.

These Restrictions are to be run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of the owners of Lots in the Subdivision, have been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind these Restrictions in whole or in part. Notwithstanding the foregoing for a period of one (1) year from their date of execution, these Restrictions may be amended or modified by the Developer. After such one (1) year period, the Restrictions may be amended or modified only by the owners of seventy-five percent (75%) of the lots. No amendment of the Restrictions pursuant to this Paragraph, however, shall require a lot owner to remove any Structure or fence constructed in compliance with the Restrictions existing on: (i) the date on which the construction of such Structure or fence commenced; or (ii) the date on which the owner took title to his lot if the construction of such Structure or fence commenced within ninety (90) days of his taking title. No amendment shall be effective as to Tract A, Tract B or Lot 5-A, Block 1, unless joined in by the fee title owner thereof. No amendment shall become effective prior to the time a duly executed and acknowledged copy thereof is recorded among the Public Records of the County.

2. Enforcement.

If any person, firm or corporation, or their heirs, successors and assigns shall violate or attempt to violate any of these

Restrictions it shall be the right of the Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding of law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from doing so or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provision of these Restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with the Restrictions, shall not prevent the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Homeowner's Association.

All lots in the Subdivision are also subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II as recorded in O.R. Book 3514, at page 1947, Public Records of Hillsborough County, Florida, herein, together with all amendments thereof now or hereafter made, called the "Master Declaration". All lot owners automatically become members of the Carrollwood Village Phase II Homeowner's Association, Inc. (the "Homeowner's Association"), and are subject to the Articles of Incorporation, By-laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Homeowners Association, payment of which is secured by a lien on the owner's lot. Each lot owner, by the acceptance of a deed or otherwise acquiring title to a lot thereby does agree to abide by the provisions of the Master Declaration, and uphold its responsibilities and obligations as a member of the Homeowner's Association, including the payment of such assessments, dues and charges as shall be levied thereby.

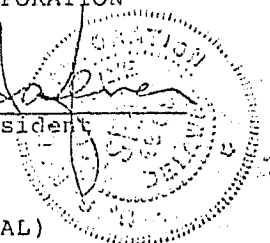
4. Severability.

Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same of this 22 day of October, 1979.

Signed, sealed and delivered in the presence of:

Katherine S. Reiman  
Idara Holland

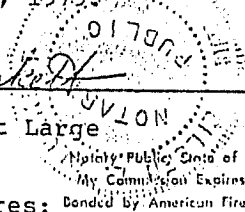
U.S. HOME CORPORATION  
By Steven D. Hefner  
Division President  
  
(CORPORATE SEAL)

STATE OF FLORIDA )  
 )  
COUNTY OF \_\_\_\_\_ )

I hereby certify that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, Steven Hayden, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as Division \_\_\_\_\_ President of the above named U.S. HOME CORPORATION, and acknowledged to and before me that he executed such instrument as such Division \_\_\_\_\_ President of the corporation by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal at Tampa, County of Hillsborough State of Florida, this 22 day of October, 1979.

Peter L. Plunkett  
Notary Public  
State of Florida at Large



My Commission Expires: Bonded by American Fire & Casualty Co.

EXHIBIT A

