

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 # 2005149866

O BK 14880 PG 0892

Pgs 0892 - 979: (88pgs)

RECORDED 04/13/2005 04:44:46 PM

CLERK OF COURT  
HILLSBOROUGH COUNTY

DEPUTY CLERK C DuVal

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE PURSUANT TO CHAPTER 712 FLORIDA STATUTES

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation was the owner in fee simple of Carrollwood Village Phase II Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, recorded in Official Records Book 3514 at Page 1947, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village I, recorded in Official Records Book 3342 at Page 293, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village II, recorded in Official Records Book 3428 at Page 1969, the Declaration of Restrictions and Easements for Carrollwood Village, Phase II, Village III, recorded in Official Records Book 3385 at Page 267, the Declaration of Restrictions for Carrollwood Village, Phase II, Village IV, recorded in Official Records Book 3739 at Page 427, the Declaration of Restrictions for Carrollwood Village, Phase II, Village V, recorded in Official Records Book 3582 at Page 193, the Declaration of Covenants, Conditions and Restriction for Carrollwood Village, Phase II, Village VI, Unit I, recorded in Official Records Book 3689 at Page 293 and the Supplement to Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase II, Village VI, Unit II, recorded in Official Records Book 4241 at Page 1065, all of the Public Records of Hillsborough County, Florida, as may be amended from time to time, (hereinafter collectively referred to as the "Restrictions") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the

notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association; and

WHEREAS, Chapter 712, Florida Statutes provides for recording of a notice in order to avoid the effects of the Marketable Record Title Act on the Restrictions; and

WHEREAS, Section 712.06, Florida Statutes prescribes the exact requirements of the contents of the notice required thereunder; and

WHEREAS, CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC. ("Association") is a Florida corporation not for profit, and has the right to enforce the restrictions referred to above as set forth in the Restrictions referred to above and Chapter 720, Florida Statutes; and

WHEREAS, a meeting of the Board of Directors was held as required by Section 712.05, Florida Statutes on December 14, 2005 at which time more than 2/3 of the Board of Directors voted to approve extension of the Restrictions:

NOW THEREFORE, Elwin Saviet, President of Carrollwood Village Phase II Homeowners Association, Inc., upon being duly sworn states as follows:

In accordance with the requirements of Section 712.06(1), Florida Statutes, the following subparagraphs are hereby set forth.

a. The name of the claimant desiring to preserve the Covenants is Carrollwood Village Phase II Homeowners Association, Inc. and the Post Office address used by the corporation is 4131 Gunn Highway, Tampa, Florida 33618.

b. The name and Post Office address of the person in whose name the property encumbered by the Covenants is assessed on the last completed tax assessment role of the county at the time of filing is set forth in subparagraph (a).

c. Certain lands were originally encumbered by the Restrictions referenced above. In addition, certain other lands were made subject to the Restrictions by later amendments, culminating in encumbering the property described herein above:

d. The claim is based on the Restrictions recorded in the Public Records of Hillsborough County, Florida as set forth hereinabove. To the extent that a later amendment amended, added to, or deleted a provision of a previous Declaration or amendment, this notice is only intended to preserve and protect the provisions as amended, added to, or deleted; and is not intended to revive provisions which were amended or deleted by later amendments, except to the extent that a court may find that an amendment was ineffective to alter the previous provisions.

e. This notice shall be acknowledged in the same manner as deeds are acknowledged for record.

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment for the purposes stated herein above.

CARROLLWOOD VILLAGE PHASE II  
HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

James R. Crouse  
Signature of Witness #1

JAMES R. CROUSE  
Printed Name of Witness #1

Marc Tindell DHP  
Signature of Witness #2

Marc Tindell DHP  
Printed Name of Witness #2

By: Elwin I. Saviet  
Elwin Saviet, President

Attest: Holly Minor  
Holly Minor, Secretary

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2005 by Elwin Saviet and Holly Minor, to me known to be the President and Secretary of Carrollwood Village Phase II Homeowners Association, Inc., on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



DANIEL F. RUSKIEWICZ  
MY COMMISSION # DD 284244  
EXPIRES: February 19, 2008  
Bonded Thru Budget Notary Services

Daniel F. Ruskiewicz  
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ  
Printed Name of Notary Public

My Commission Expires: FEBRUARY 19, 2008

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Village VI of Carrollwood Village Phase II, Unit 1, "AVISTA")**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Conditions and Restrictions (sometimes referred to as "Avista"), as described in Book 3689 at Page 293 and Plat Book 50, Page 48, of the Official Records of Hillsborough County, Florida, were duly approved as required by said Declaration at a meeting of the membership held on December 10, 1991, in the manner prescribed by the Declaration, that is, by an instrument signed by the Owners holding not less than 51% of the total votes of all Lots and Parcels, present at a meeting at which a quorum was present.

IN WITNESS WHEREOF, we have affixed our hands this 6<sup>TH</sup> day of FEB, 1992, at Hillsborough County, Florida.

**CARROLLWOOD VILLAGE PHASE II  
HOMEOWNERS ASSOCIATION, INC.**

**Witnesses:**

Dan Ruskiewicz  
DAN RUSKIEWICZ  
Cindy Warfield  
Printed Name: CINDY WARFIELD  
Dan Ruskiewicz  
DAN RUSKIEWICZ  
Cindy Warfield  
Printed Name: CINDY A. WARFIELD

(SEAL)

By: Bernard Kune  
Bernard Kune, President  
13610 Clubside Drive  
Tampa, FL 33624

Attest: Bonnie French  
Bonnie French, Secretary  
14001 Middle Park Drive  
Tampa, FL 33624

STATE OF FLORIDA )  
 ) SS  
COUNTY OF HILLSBOROUGH)

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

BEFORE ME, the undersigned authority, personally appeared BERNARD KUNE, and BONNIE FRENCH, to me known to be the President and Secretary, respectively, of CARROLLWOOD VILLAGE PHASE II 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. They are personally known to me or have produced N/A and N/A (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 6 day of Feb, 1992.

Cindy A. Warfield  
Notary Public  
Printed Name: Cindy A. Warfield  
CINDY A. WARFIELD

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAY 21, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

F:\wp\carvill\certamd

RECORD VERIFIED  
Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Cynthia G. Blos, D.D.

Prepared by and Return to:  
Robert L. Tankel, Esq.  
Becker & Poliakoff, P.A.  
33 North Garden Avenue  
Suite 960 POB 2823  
Clearwater, FL 34615-4116

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ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Village VI of Carrollwood Village Phase II, Unit 1, "AVISTA")

Article XI, Sections 6 and 10 of the Declaration of Covenants, Conditions and Restrictions have been changed to read as follows:

ARTICLE XI  
USE RESTRICTIONS

O.R.  
BOOK 6557 PAGE 1429

Section 6. Maintenance of Improvements. Each Lot Owner is required to maintain in good condition and repair all improvements constructed upon his Lot. The terms "Good Condition and Repair" are hereafter defined as follows: To be in "Good Condition and Repair" all improvements, to include the dwelling, party walls, garage doors, gate doors, mailboxes and street address signs shall be regularly, and not less than once each five years, cleaned and painted/stained. Tile roofing shall be cleaned and painted a minimum of once every five years. Other roofs shall be properly maintained. Driveways shall be cleaned and restored whenever disfigured by oil or other stains. Damage or deterioration due to negligence, vandalism, weather or aging due to normal wear and tear shall be restored to "As New" condition within a reasonable period of time not to exceed three months. In general, owners shall act to ensure that all Lot improvements appear to be well cared for and are free from any condition which might give the property a derelict or unkempt appearance. Final determination of a "Well Cared For" appearance of any property and improvements thereon is exclusively the authority of the Architectural Control Committee. Properties determined by the Architectural Control Committee not to be in full compliance with the "Well Cared For" standard shall be subject to action as available under Article XI, Section 19, Failure to Maintain.

Section 10. Lot Upkeep. Each owner shall landscape and properly maintain all areas of the property visible from the street, to include the portion of the right of way between the boundary wall and the sidewalk. Such landscaping shall consist of some combination of trees, shrubs, ground cover, vines or flowering plants designed in such a manner as to be consistent with the landscaping of the community as a whole. Dead or damaged plantings shall be removed and replaced within a reasonable period of time not to exceed six months. All landscaping shall be regularly maintained, to include weeding, trimming, edging, fertilizing and other actions as may be necessary to ensure a well cared for appearance. Removal of sand from gutters is an owner responsibility. In general, owners will act to ensure that their property is fully landscaped and that landscaping is maintained in such a way as to appear well cared for and free from any condition which might give the property a derelict or unkempt appearance. Final determination of a "Well Cared For" appearance is the exclusive authority of the Architectural Control Committee. Properties determined by the Architectural Control Committee not to be fully in compliance with the "Well Cared for Appearance" standard shall be subject to action as available under Article XI, Section 19, Failure to Maintain.

WHEREAS, U.S. Home Corporation, as the Declarant, recorded Declaration of Covenants, Conditions and Restriction for Avista, Unit I on August 6, 1980, which was recorded in O.R. Book 3689, at pages 293 to 314, inclusive, Public Records of Hillsborough County, Florida (herein, together with any amendments thereto, collectively called "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VIII of the Declaration provides a means by which the land described on Exhibit C to the Declaration, or any portion thereof, can, from time to time, be made subject to the terms and provisions of the Declaration, and to the jurisdiction and authority of the Avista Community Association, Inc. (the "Association") by the Declarant recording a Supplement to the Declaration for such Exhibit land, or any part thereof; and

WHEREAS, U. S. Home Corporation is the owner in fee simple the land described on Schedule 1 attached hereto and incorporated herein by reference, which land is a portion of that property described in Exhibit C of the Declaration; and

WHEREAS, the land described in Schedule 1, attached hereto has been platted, which plat is recorded in Plat Book 54, pages 52-1 and 52-2, Public Records of Hillsborough County, Florida; and

WHEREAS, U. S. Home Corporation, as the Declarant, wishes to add the property described on Schedule 1, attached hereto, to the land which is already subject to the terms and provisions of the Declaration and to the jurisdiction and authority of the Association, all pursuant to the terms of Article VIII of the Declaration;

NOW, THEREFORE, U. S. Home Corporation, as the Declarant, pursuant to the terms and provisions of Article VIII of the Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, made subject to, bound and encumbered by all of the terms, conditions and provisions of the Declaration, such that the land described on attached Schedule 1 shall be included within the term "Properties" as used in the Declaration, and shall be subject to all terms, conditions and provisions thereof, and shall be subject also to the following complementary conditions and modifications of the covenants and restriction contained in the Declaration, which are necessary to reflect the different character of the land described in Schedule 1 attached hereto:

1. The land described in Schedule 1, attached hereto, shall hereinafter be known as "Avista, Unit II".
2. All of the buildings constructed in Avista, Unit II, shall have a standard roof color, to be chosen and established by the Declarant. All garage doors shall have a standard color chosen and established by Declarant.
3. The Boundary Walls and Party Walls in Avista, Unit II, shall be a standard color similar chosen and established by the Declarant. All Boundary Walls and Party Walls in Avista, Unit II, shall be of the same color.
4. In connection with the construction of residential dwellings on Lots, the Declarant may construct walls or fences along some or all of the property lines of some or all Lots. Any walls constructed along the common property line of two Lots shall be party walls and subject to the provisions of Article X in the Declaration. Notwithstanding the foregoing, nothing contained in the Declaration shall bind Declarant to continue or complete such development plan.

This instrument prepared by and to be returned to:  
Julius J. Zachau, Esq.  
SOROTA AND ZSCHAU, P.A.  
2515 Countryside Boulevard  
Suite A  
Clearwater, Florida 33575

RECORD VERIFIED  
James D. Taylor, Jr.  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Linda A. McNamee, P.C.

RECORDED  
INDEXED  
FILED  
JUL 10 1980  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY, FLA.

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

INT TAX

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DOC STP

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CC NUM

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1-2 PY

once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

5. The Declarant may construct a wall along some or all of the Lot lines abutting the rights of way of the internal subdivision streets of the development. If such boundary wall is constructed, the stuccoed exterior surface thereof facing the internal subdivision street shall be maintained by the Association. The maintenance of all other surfaces of such wall, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

6. The Declarant may construct a wall along the rear and side Lot lines of Lots abutting Tract A. If such boundary wall is constructed, the exterior surface thereof facing Tract A shall be maintained by the Association. The maintenance of all other surfaces of such wall, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

7. If the Declarant constructs a wall on Lot D along all or part of the common property line of such Common Area property and the Lot or Lots adjacent thereto, the maintenance of the stuccoed, exterior surface thereof facing Lot D shall be maintained by the Association. The maintenance of all other surfaces of such walls, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

8. Any boundary walls constructed by the Declarant along a common side or rear Lot line of two or more Lots shall be subject to the provisions of Article X hereafter.

9. The Declarant reserves the right to install, operate and maintain a sprinkling system on Lot D, in Unit II, and the Common Area easement portion of Tract A for so long as it may choose to do so. The Declarant shall have no obligation to continue to operate such sprinkling system, but may at any time disconnect and abandon the same, without obligation for removal.

10. The Declarant hereby grants to the Association a non-exclusive, perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance as it may be responsible for pursuant to this Declaration.

11. The responsibility of a Lot Owner for maintenance, repair or replacement of a boundary wall pursuant to this Supplement shall not be affected by the fact that the boundary wall affecting his Lot may have been constructed partially on his Lot and partially on the abutting right of way, Common Area, or Tract A, as the case may be. In such event, for the purpose of the Lot Owner's obligations hereunder, such boundary wall will be deemed located entirely within the Lot boundary.

12. After acquiring title from the Declarant, all Owners of Lots shall, as a minimum, keep the landscaping free of trash, in a clean and sanitary condition, free of weeds, properly cut and trimmed and in all other respects properly maintained so as to preserve a pleasing appearance and to preserve the continuity of appearance within Unit II. Each Lot Owner shall also maintain the landscaped portion of right of way lying between the curb and the front and side Lot Lines of his Lot so as to keep it free of trash and foreign objects, in a clean and sanitary condition, free of weeds, properly cut and trimmed and in all other respects properly maintained so as to preserve a pleasing appearance and to preserve the continuity of appearance within Unit II.

U. S. Home Corporation, as the Declarant, pursuant to the terms of Article VIII of the Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, subject to the assessment and lien provisions contained in the Declaration, and shall also be subject to the jurisdiction and authority of the Association, including, without limitation, its Articles of Incorporation, By-Laws and Rules and Regulations.



The land described on attached Schedule 1 shall now and hereafter be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration hereby imposed by this instrument, which are for the purpose of protecting the value and the desirability of, and which, subject to the amendment provisions thereof, shall run with the land and be binding on all parties having any right, title or interest therein, or any part

This Supplement shall not be construed, in any event, to revoke, modify or add to the covenants established by the Declaration, as they affect the land described in Exhibit A to the Declaration, but shall only be construed and applied to the land described in Schedule 1 attached hereto.

This Supplement shall not be construed to in any manner alter, waive or relinquish the future right of the Declarant to bring any of the additional property described in Exhibit C, which is attached to the Declaration, and which is not encompassed within the property described in Schedule 1, attached hereto, within the jurisdiction and authority of the Association and subject to the terms and provisions of the Declaration, in accordance with the provisions of Article VIII of the Declaration.

IN WITNESS WHEREOF, the undersigned corporation has executed this Supplement to Declaration of Covenants, Conditions and Restrictions for Avista, Unit I, by its duly authorized officers, as of this 18 day of October, 1983.

Signed, sealed and delivered  
in the presence of:

Randy Heiger

Beverly Seacole

"Declarant"  
U.S. HOME CORPORATION

By: Gust Valantasis  
Division President

Attest: [Signature]  
Division Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me on this 21 day of October, 1983 by Gust Valantasis and [Signature] as Division President and Division Secretary, respectively, of U. S. Home Corporation, on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Notary Public, State Of Florida At Large  
My Commission Expires July 9, 1986  
Bonded By SAFECO Insurance Company of America

SCHEDULE 1

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Section 5, run thence N.89°38'42"E., 259.61 feet along the South boundary of said Section 5 to the Point of Beginning; thence N.52°26'41"E., 762.31 feet; thence N.34°15'03"E., 417.59 feet to a point on the South boundary of Village VI of Carrollwood Village, Phase II, Unit 1, as recorded in Plat Book 50, Page 48, Public Records of Hillsborough County, Florida; thence along said South boundary, the following three (3) courses: (1) S.77°43'23"E., 281.58 feet; (2) N.12°16'37"E., 36.00 feet; (3) S.77°43'23"E., 340.49 feet; thence S.12°16'37"W., 152.00 feet; thence N.77°43'23"W., 25.00 feet; thence S.12°16'37"W., 75.00 feet; thence N.77°43'23"W., 252.00 feet; thence S.12°16'37"W., 338.97 feet; thence N.89°38'42"E., 40.20 feet; thence S.00°21'18"E., 212.00 feet to a point on the aforesaid South boundary of Section 5; thence along said South boundary, S.89°38'42"W., 1105.38 feet to the Point of Beginning.

Containing 12.98 acres, more or less.

Which has been platted as:

Village VI of Carrollwood Village Phase II, Unit 2, according to the Plat thereof recorded in Plat Book 54, at Page 52, Public Records of Hillsborough County, Florida.

OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECL 3689 293

THIS DECLARATION, made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property in Hillsborough County, Florida, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference;

NOW, THEREFORE, the Declarant hereby declares that the real property described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Exhibit A property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Avista Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U.S. Home Corporation.

Section 3. "Properties" shall mean and refer to that certain real property described on attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the Owners, as well as that portion of the northeasterly part of Tract described on attached Exhibit B-1 as to which the Association has been granted an easement as provided in Article IV hereof. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described on Exhibits B attached hereto and incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area and any land owned by the Master Association.

Section 6. "Parcel" shall mean any part of the Properties owned by the Declarant which has not yet been, but is intended to be, platted as a residential subdivision.

Section 7. "Declarant" shall mean and refer to U.S. Home Corporation, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases an improved Lot with residence from U.S. Home Corporation, nor any other person or party unless such person or party is specifically assigned such rights by U.S. Home Corporation by instrument recorded among the Public Records of Hillsborough County, Florida.

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

Section 8. "Board of Directors" means the Association's Board of Directors.

Section 9. "Articles" means the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 10. "By-Laws" means the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 11. "Unit 1" means the platted subdivision entitled Village VI of Carrollwood Village, Phase II, Unit I, as recorded in Plat Book 50, at page 48, Public Records of Hillsborough County, Florida.

Section 12. "Master Association" means the Carrollwood Village Phase II Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 13. "Tract A" means the land described as Tract A on the plat of Unit 1.

Section 14. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### PURPOSE

Section 1. Operation, Maintenance and Repair. The Declarant, in order to insure that the Common Area and certain boundary walls will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners, and to provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, including any improvements thereon; maintain the stuccoed portion of certain boundary walls as more particularly described in Article III hereafter, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VIII which provides for additions to the Properties pursuant to a general plan of development as therein more particularly described.

## ARTICLE III

### DEVELOPMENT PLAN; BOUNDARY WALLS

Section 1. General. In connection with the construction of residential dwellings on Lots, the Declarant may construct walls or fences along some or all of the property lines of some or all Lots. Any walls constructed along the common property line of two Lots shall be party walls, and subject to the provisions of Article X hereafter. Notwithstanding the foregoing, nothing contained in this Declaration shall bind Declarant to continue or complete such development plan, once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

Section 2. West Village Drive Boundary Wall. The Declarant may construct a wall along the rear Lot line of Lots 1 through 8 in Block 2 of Unit 1 abutting the right of way of West Village Drive. Declarant may also construct a wall along the northerly property line of Tract A of Unit 1 abutting the right of way of West Village Drive. If such boundary wall is constructed, the exterior surface thereof (facing West Village Drive shall be maintained by the Master Association. The maintenance of all other surfaces of such wall, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

Section 3. Internal Street Boundary Walls. The Declarant may construct a wall along some or all of the front Lot lines abutting the rights of way of the internal subdivision streets of the development. If such boundary wall is constructed, the stuccoed exterior surface thereof facing the internal subdivision street shall be maintained by the Association. The maintenance of all other surfaces of such wall, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

Section 4. Tract A Boundary Wall. If the Declarant constructs a wall along the northerly property line of Tract A abutting the right of way of West Village Drive, it shall be maintained, repaired and replaced by the Master Association. The Declarant may also construct a wall along the rear Lot line of Lots 1 through 9 in Block 1 of Unit 1 abutting Tract A. If such boundary wall is constructed, the exterior surface thereof facing Tract A shall be maintained by the Association. The maintenance of all other surfaces of such wall, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

Section 5. Lot B, C and D Boundary Wall. If the Declarant constructs a wall on Lots B, C or D along all or part of the common property line of such Common Area property and the Lot or Lots adjacent thereto, the maintenance of the stuccoed, exterior surface thereof facing Lots B, C or D shall be maintained by the Association. The maintenance of all other surfaces of such walls, as well as all repair and replacement thereof, shall be the obligation of the respective Lot Owner on whose Lot such portion of the boundary wall may be located.

Section 6. Party Walls. Any boundary walls constructed by the Declarant along a common side or rear Lot line of two or more Lots shall be subject to the provisions of Article X hereafter.

Section 7. Sprinkling System. The Declarant reserves the right to install, operate and maintain a sprinkling system on Lots B, C and D, and the Common Area easement portion of Tract A for so long as it may chose to do so. The Declarant shall have no obligation to continue to operate such sprinkling system, but may at any time disconnect and abandon the same, without obligation for removal.

Section 8. Easement for Maintenance. The Declarant hereby grants to the Association a non-exclusive, perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance as it may be responsible for pursuant to this Declaration.

Section 9. Responsibility Not Affected. The responsibility of a Lot Owner for maintenance, repair or replacement of a boundary wall pursuant to this Article III shall not be affected by the fact that the boundary wall affecting his Lot may have been constructed partially on his Lot and partially on the abutting right of way, Common Area, or Tract A, as the case may be. In such event, for the purpose of the Lot Owner's obligations hereunder, such boundary wall will be deemed located entirely within the Lot boundary.

Section 10. Additional Land Added to Properties. In the event the Declarant shall make additions to the Properties pursuant to Article VIII, it may, but shall not be obligated to, continue a development plan of boundary walls similar to the scheme described above, or with such modifications thereto as the Declarant in its sole discretion, may deem appropriate, all as set forth in the Supplement to Declaration. As to any additions as to which the development scheme is continued, the Association shall be responsible for the maintenance of boundary walls as set forth above, or if modified in the Supplement to Declaration, as set forth therein.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to grant easements, convey, transfer, dedicate, and otherwise deal with all or any part of the Common Area as provided in its Articles.

Section 2. Reciprocal Easements for Boundary and Party Walls. There shall be reciprocal appurtenant easements between each lot and such portion or portions of the Common Area or Tract A adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any boundary walls or party walls as provided in this Declaration; for lateral and subjacent support; and for encroachments caused by the placement, settling, and shifting of any such walls as constructed by the Declarant, or reconstructed in accordance with this Declaration.

Section 3. Easements for Dwellings. Each Owner of a Lot shall have an easement of reasonable size and duration upon, over and across the Lots adjacent to it when any part of the dwelling or appurtenant structure thereof is constructed in such a manner so as to lie directly on or over the common side or rear Lot lines between such Lots, such easement being for the purpose of maintenance, repair and reconstruction of the dwelling or appurtenant structure originally constructed by the Declarant. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Lot arising thereby. Each Lot on which such a dwelling or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Lot for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Lot. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured from any point on the common boundary line between Lots along a line perpendicular to such boundary at such point.

Section 4. Easement Granted Association. The Declarant hereby grants to the Association an easement as to the land described on attached Exhibit B-1 for the purpose of maintaining the landscaping and identification signage placed or erected on the Exhibit B-1 land by the Declarant. In the event the Association should hereafter abandon or discontinue such maintenance, the easement hereby granted shall thereupon terminate.

Section 5. Common Gutter. In the event the residences constructed on adjacent Lots share a common wall as part of their structures, a common gutter for rain water collection may be installed by the Declarant in connection with the construction of either residence along the top of a portion of the common wall. Disposal of rainwater from such common gutter may be directed by downspouts to either or both such Lots, as the Declarant may determine. In the event such common gutter shall require repair, replacement or maintenance, it shall be the common expense of the adjacent Lot Owners, subject to the same provisions established in Article X for party walls.

Section 6. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner.

Section 7. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This Section, however, shall not apply to the Declarant, who reserves the right to maintain signs on the Common Area in connection with its marketing and sale of Lots.

Section 8. Animals. No animals shall be permitted on or in the Common Area at any time, except as provided by the rules and regulations of the Association.

Section 9. Rules and Regulations. No Owner shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 10. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may be of record, and subject to such easements, covenants or restrictions as granted or imposed by the Declarant in connection with the development of the Properties, or related activity.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles, By-laws, rules and regulations and this Declaration. An Owner of more than one (1) Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, but shall be automatically transferred by conveyance of that Lot. The Declarant shall also be a member so long as it owns one or more Lots or Parcels.

Section 2. The Association shall have two classes of voting membership, Class A and Class B. The two classes of voting memberships, and voting rights related thereto, are as follows:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned; provided, however, so long as there is Class B membership, the Declarant shall not be a

Class A member. When more than one person holds an interest in any Lot as Owner, all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any split vote be permitted with respect to any Class A Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to five (5) votes for each Lot owned; provided, however, that as to land which may be annexed or added pursuant to Article VIII of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to five (5) votes per Lot in lieu of the votes per acre. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the Declarant shall no longer own any Lots or Parcels subject to the Declaration; or
- (b) on December 31, 1987; or
- (c) when the Declarant waives in writing its right to Class B membership.

#### ARTICLE VI

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist it in managing its affairs and carrying out some or all of its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or By-Laws, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.



Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) specific assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and carrying out of the responsibilities of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year up to twenty-five percent (25%) above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the twenty-five percent (25%) increase permitted by Section 3(a) above, only by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessments for Lot Owner Obligations. In the event a Lot Owner shall fail to undertake any maintenance, repair or replacement required of him by the terms of this Declaration, the Association, upon five (5) days written notice, shall have the right, but without obligation, to perform such maintenance, repair or replacement at such Owner's expense, and the cost thereof shall be specially assessed against such Owner's Lot, and be immediately due and payable.

Section 6. Exemption from Assessment. The assessments, charges and liens created by this Declaration shall not apply to the Common Area, or to any property owned by the Master Association, a public or private utility, or a public or governmental body or agency.

Section 7. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Lots. Such difference, herein called the "Deficiency" shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at twenty-five (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. For the purposes of the foregoing sentence, any parcel which is located on land described on Exhibit C attached hereto and incorporated herein by reference which is acquired by the Declarant and made a part of the Properties pursuant to Article VIII shall be deemed to contain 2.69 Lots per acre (rounded to the nearest whole number), until it has been developed into Lots and the actual number determined. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of, and commencing with, the month following the date of transfer of title.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Declarant to its purchaser. Subject to Article VII, Section 7 above, the annual assessments for any land hereafter annexed or added to the Association pursuant to Article VIII hereof shall commence as to Lots within the annexed area on the first day of the month following annexation and platting. The first annual assessment shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by law. The Board of Directors, in such event, shall also be entitled to declare the entire assessment as to such delinquent Owner immediately due and payable, without regard to whether the same may previously have been payable in monthly installments or on some other basis established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12. Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be conclusively deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, otherwise available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or assessment rights granted to the Association, but instead, to be broadly construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

ARTICLE VIIIADDITIONS TO THE PROPERTIES

Section 1. Additions to the Properties. Additional land within the area described on attached Exhibit C may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within seven (7) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, neither the Exhibit C land nor any other real property owned by the Declarant shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as a residential subdivision, including additional Common Area. In no event, however, may more than sixty-five (65) Lots be developed on the Exhibit C land which is added to the Properties, and in no event shall more than an aggregate one hundred twenty-seven (127) Lots be developed on the Properties. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor warrants or represents that any such additional development shall occur.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any or all of the additional land described on attached Exhibit C, provided that such additions are in accordance with the general plan of development, a copy of which is available at its business office presently located at 12410 N. Dale Mabry, Suite 3, Tampa, Florida 33624, or any amendments or modifications thereof hereafter made by the Declarant in its sole discretion, such general plan of development, as modified or amended, herein called the "General Plan"; or

(b) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose.

Section 3. General Provisions Regarding Additions to the Properties.

(a) The additions authorized under Section 2(a) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land. No joinder, approval or consent of either the Association or its members to the filing of such Supplement shall be required or necessary. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.

(b) Regardless of which of the foregoing methods is used to add additional land to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments, as hereinafter provided.

(c) Nothing contained in this Article VIII shall obligate the Declarant to make any additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to such Exhibit C land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the Exhibit C land or any portion thereof until such land is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the Exhibit C land is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots and Parcels which it owns, upon the same terms and conditions as contained in Article VII, Section 7 of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be entitled to one (1) Class A vote per Lot, and shall have voting rights identical to those granted by this Declaration to other Owners of Class A Lots.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots on Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise, in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots within the Properties.

ARTICLE IXARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors may either appoint as a standing committee an Architectural Control Committee, which shall be composed of persons appointed by the Board, or, in its discretion, the Board of Directors may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes and other undertakings on Lots in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority on behalf of the Association to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, if the Board of Directors has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect.

Section 3. Committee Approval. Following the conveyance of a Lot, as approved with residential dwelling, by the Declarant to a purchaser thereof, and without regard to whether the Lot Owner is required to undertake maintenance, repair or replacement, or voluntarily undertakes to do so, no changes, alterations, additions, reconstruction, repair, replacements, improvements, or attachments of any kind or nature whatsoever shall be commenced, placed, made or allowed to remain on any Lot, or to the dwelling, walls, fences, gates, driveways or other improvements thereon, or the landscaping on any Lot, including that portion of any Lot not actually occupied by the improvements thereon, except such as are identical in all respects to those originally or initially installed, improved, or made by the Declarant, unless and until the plans and specifications therefor showing the nature, kind, shape, height, size, materials, locations, exterior color scheme, exterior elevation, and such other information as the Committee shall require regarding the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required as to any changes, modifications, alterations or additions made by the Declarant. The Committee's approval also shall not be required to any changes or alterations within an enclosed or semi-enclosed area of the Lot which is not, and will not thereby become, visible from adjoining Lots or any street; provided, however, it is expressly intended that any changes or alterations within an enclosed or semi-enclosed area of a Lot, including the installation of any trees or shrubs capable of attaining a height in excess of the walls or fencing originally or initially installed by the Declarant, shall be subject to and require Committee approval. Unless the same has been initially or originally installed, made or placed on a Lot by the Declarant, nothing, including personal property and fixtures shall be kept, placed, stored, or maintained upon any Lot without the Committee's prior approval, unless the same is completely concealed from view from any adjoining Lot or any street. All applications to

the Committee for approval of any of the foregoing shall be accompanied by plans and specifications, and such other drawings, materials, information and documentation as the Committee may reasonably require (herein collectively called the "Plans"). In the event the Committee fails to approve or disapprove an application within thirty (30) days after the Plans therefor have been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. In the event the Committee rejects an application or Plans as submitted, the Committee shall inform the Owner in writing stating the reason for disapproval and the Committee's recommendations to remedy the same, if in the opinion of the Committee a satisfactory remedy is possible. If no application has been made to the Architectural Control Committee, or if application is made, but disapproved, suit to enjoin or remove any change, repair, reconstruction, replacement, improvement, structure, activity, use, alteration, or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or any Owner may resort immediately to any remedy for such violation as provided in Article XII, Section 1 of this Declaration.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors does not constitute itself the Architectural Control Committee, then the Board of Directors in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board of Directors deems advisable. The Board of Directors, or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereto. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable.

Section 5. Standards. No approval shall be given by the Committee pursuant to the provisions of this Article unless the Committee determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Properties as a residential community; and (e) conforms to or enhances, in the sole opinion of the Committee, the aesthetic appearance of the Properties. No member of the Committee shall have any liability to anyone by reason of any acts or action taken by him as a member of the Committee.

## ARTICLE X

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built by the Declarant along the common property line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.



Section 2. Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a party wall shall be equally shared by the Owners whose Lots adjoin that portion of the party wall requiring repair, replacement or maintenance.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot adjoins the party wall that has been damaged or destroyed may, upon seven (7) days notice to the other adjoining Owner, repair or restore the wall, and receive equal contribution from such other adjoining Owner.

Section 4. Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be damaged or destroyed shall bear the whole cost of repair and restoration.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Enforcement. In the event an Owner shall fail to comply with any of his party wall obligations pursuant to this Article, including reimbursement or contribution, any aggrieved adjoining Lot Owner shall be entitled to enforce such obligations as provided in Article XII, Section 1 hereof, which rights of enforcement shall be in addition to such other rights and remedies as may otherwise be available to such Lot Owner.

## ARTICLE XI

### USE RESTRICTIONS

Section 1. Residential Use. No more than one single-family dwelling may be constructed on any Lot.

Section 2. Easements. Within the easement areas shown on the subdivision plat as to any Lot, nothing shall be done which shall interfere with the purpose or use of the easements granted. The easement areas of each Lot, as shown on the Plat, shall be maintained continuously by the Owner of the Lot, unless a public authority or utility company is otherwise responsible therefor.

Section 3. Use of Accessory Structures. No utility shed or other structure, other than the residential dwelling and related improvements constructed thereon by the Declarant, shall, at any time, be erected, placed or kept on a Lot if such shed or other structure is visible from any adjoining Lot or any street, and has not been previously approved by the Architectural Control Committee.

Section 4. Model Homes. 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 Lots for sale or lease. Every person, firm or corporation purchasing a Lot recognizes that the Declarant, its agents and designated assigns shall have 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 which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary. The Declarant's rights under the preceding sentence shall



terminate on January 1, 1988, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida.

Section 5. Animals. No animals may be kept on any Lot if such become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot without the consent of the Owner of such Lot. All animals shall be on a leash when outside of the Owner's Lot.

Section 6. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon his Lot by the Declarant, including, without limitation, the residential dwelling, walls, fences, gates, walkways, driveways and the like. All walls on such Lot, other than the stuccoed portion thereof which the Association is expressly obligated to maintain pursuant to Article III hereof, shall be kept properly cleaned and painted, and all fences on such Lot shall be kept properly stained and maintained by each Lot Owner at his own expense. No change in the color or texture of any such walls or fences shall be permitted without the prior approval of the Architectural Control Committee.

Section 7. Vehicles. No vehicle shall be parked within the Properties except on a driveway or inside a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, motorcycles and other recreational vehicles, and any vehicles not in operable condition or validly licensed, shall be permitted to be kept within the Properties only if parked inside of a garage, or parked inside an enclosed area of an Owner's Lot so as not to be visible from an adjoining Lot or any street. The provisions hereof shall not apply to the Declarant, and its invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

Section 8. Rubbish. No Lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in closed sanitary containers properly concealed from public view.

Section 9. Clothes Hanging. Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from an adjoining Lot or any street.

Section 10. Lot Upkeep. After acquiring title from the Declarant, all Owners of Lots shall, as a minimum, keep the grass regularly cut and trimmed. Each Lot Owner shall also keep regularly cut and trimmed the grassed portion of right of way lying between the curb and the front Lot line of his Lot.

Section 11. Signs. No signs shall be displayed on any Lot with the exception of one "For Sale" or "For Rent" sign, not exceeding 24" x 36". Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size upon the Common Area and any Lots it owns in connection with its development and sale of Lots.

Section 12. Street Lighting. All Lots shall be liable for assessments for street lighting service as such may be levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 13. Garage Doors. Garage doors shall be kept closed except when in use.

Section 14. Nuisances. No noxious or offensive 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. No

automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot other than in a garage or otherwise concealed from public view.

Section 15. Alteration to Walls Prohibited. Unless granted permission in writing by either the Declarant or the Architectural Control Committee, no Lot Owner shall be permitted to alter, add to, attach or fix any object or thing to any party wall or boundary wall located upon or bordering his Lot, and only those items added, affixed or attached by the Declarant, if any, shall be permitted.

Section 16. Antennas and Aerials. No exterior antennas or aerials of any kind may be installed or erected on any Lot.

Section 17. Storage. No articles, objects or other property may be placed, stored or kept in, on or upon a Lot after it has been conveyed by the Declarant if such items are thereby visible from adjoining Lots or streets.

Section 18. Mailboxes. Street mailboxes installed by the Declarant shall be maintained by the respective Lot Owners. Any replacement thereof must be substantially identical to that initially installed unless such become unavailable, in which event, any replacement mailbox must receive the prior approval of the Architectural Control Committee.

Section 19. Failure to Maintain. If the Owner shall fail to undertake any maintenance, repair, upkeep, replacement or other performance regarding his Lot as required by Sections 6 or 10 of this Article XI, or as required by Sections 2, 3, 4 or 5 of Article III or Section 5 of Article IV hereof, either the Declarant or the Association, after giving such Owner at least five (5) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 5 of Article VII. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may otherwise be available to the Association, or other parties.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. If any person shall violate or attempt to violate any of the provisions of this Declaration, it shall be the right of the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, 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 the terms of this Declaration. The Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation hereof by any person other than itself. Failure by Association or any Owner to enforce any provisions of this Declaration upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a simi-

lar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with this Declaration, shall not prevent the Association or any Lot Owner from enforcing the same.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration shall run with and bind the land, whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed and shall be binding on all parties claiming under such deeds, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of such ten (10) year term an instrument in writing signed by the Owners of at least seventy-five percent (75%) of all Lots subject thereto agreeing to terminate the Declaration, has been recorded among the Public Records of Hillsborough County, Florida. This Declaration may be amended during the first twenty (20) year period by an instrument signed either by: (i) the Declarant as provided in Section 4 hereafter; or (ii) the Owners holding not less than fifty-one percent (51%) of the total votes of all Lots and Parcels subject hereto; or (iii) by the duly authorized officers of the Association provided such amendment by the Association's officers has been approved by sixty-five percent (65%) of the total vote cast in person or by proxy at a regular or special member's meeting. In any subsequent ten (10) year period this Declaration may be amended by the duly authorized officers of the Association provided such amendment has been approved by seventy-five percent (75%) of the total vote cast in person or by proxy at a regular or special member's meeting. Any amendment to be effective must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or Parcel, any amendment must contain the joinder of the Declarant to be valid.

Section 4. Amendments and Modifications by Developer. Notwithstanding any provisions of this Declaration to the contrary, the Declarant, its successors and designated assigns, reserves the right and authority, for a period of three (3) years from the date of recording of this Declaration to amend, modify and grant exceptions or variances from the provisions hereof without notice to or approval by other Lot Owners or the Association.

Section 5. Master Association. In addition to the terms of this Declaration, and the Articles and By-laws of the Association, all Lots 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 Owners automatically become members of the Master 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 Master 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 his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 13<sup>th</sup> day of AUGUST, 1930

Signed, sealed and delivered in the presence of:

Robert Bilicki  
Johna J. McCandl

"Declarant"  
U.S. HOME CORPORATION

By Steven Hafener  
Division President  
Attest: Walter Berman  
Division Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of AUGUST, 1930, by STEVEN HAFENER and WALTER BERMAN, as Division President and Division Secretary, respectively, of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

Theresa A. Latta  
Notary Public, State of Florida  
at Large

My commission expires: 11-15-33

The following real property in Hillsborough County, Florida, more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 28 South, Range 18 East, thence N. 89°38'42"E., along the South line of said Section 5, 259.61 feet; thence N. 52°26'41"E., 762.31 feet; thence N. 34°15'03"E., 417.59 feet to the Point of Beginning; thence N. 34°15'03"E., 52.32 feet; thence N. 23°06'12"W., 174.16 feet; thence N. 01°17'24"E., 612.70 feet; thence N. 44°31'53"E., 142.25 feet; to a point on a curve; thence Southeasterly along a curve concave to the Northeast, having a radius of 2640.00 feet, central angle 06°31'45", arc length 300.84 feet, to a point of tangency; thence S. 70°06'08"E., 365.00 feet, to a point of curvature; thence southeasterly along a curve concave to the Northeast, having a radius of 2510.00 feet, central angle 07°11'37", arc length 315.14 feet, to a point; thence S. 12°16'37"W., 741.10 feet; thence N. 77°43'23"W., 152.00 feet, thence S. 12°16'37"W., 7.89 feet; thence N. 77°43'23"W., 415.49 feet; thence S. 12°16'37"W., 36.00 feet; thence N. 77°43'23"W., 281.58 feet to the Point of Beginning. Containing 18.00 Acres, more or less.

which has been platted as

Village VI of Carrollwood Village, Phase II, Unit I, according to the plat thereof recorded in Plat Book 50, at page 48, Public Records of Hillsborough County, Florida.

The following real property in Hillsborough County, Florida, more particularly described as follows:

Lots B, C and D as shown on the plat of Village VI of Carrollwood Village Phase II, Unit I, according to the plat thereof recorded in Plat Book 50, at page 48, Public Records of Hillsborough County, Florida.

The following real property in Hillsborough County, Florida, more particularly described as follows:

From the Northeast corner of Lot 1, Block 1, of Village VI of Carrollwood Village, Phase II, Unit 1, according to the plat recorded in Plat Book 50, Page 48, of the Public Records of Hillsborough County, Florida, run thence N.  $19^{\circ}53'52''$ E., 148.75 feet along the West right-of-way line of Avista Drive to the Point of Beginning; thence N.  $70^{\circ}06'08''$ W., 30.00 feet; thence N.  $19^{\circ}53'52''$ E., 30.00 feet; thence S.  $70^{\circ}06'08''$ E., 5.00 feet, along the South right-of-way line of West Village Drive to a point of curvature; thence Southeasterly, 39.27 feet, along the arc of a curve concave to the Southwest and having a radius of 25.00 (chord bearing S.  $25^{\circ}06'08''$ E., 35.36 feet) along the West right-of-way line of Avista Drive; thence S.  $19^{\circ}53'52''$ W., 5.00 feet along the West right-of-way line of Avista Drive to the Point of Beginning.

EXHIBIT C

The following real property in Hillsborough County, Florida more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 28 South, Range 18 East; thence N. 89° 38' 42" E., along the South line of said Section 5, 269.61 feet, to the Point of Beginning; thence N. 52° 26' 41" E., 762.31 feet, thence N. 34° 15' 01" E., 417.59 feet; thence S. 77° 43' 23" E., 281.58 feet; thence N. 12° 16' 37" E., 36.00 feet; thence S. 77° 43' 23" E., 415.49 feet; thence N. 12° 16' 37" E., 7.89 feet; thence S. 77° 43' 23" E., 152.00 feet; thence S. 12° 16' 37" W., 678.17 feet; thence S. 89° 38' 42" W., along the South line of said Section 5, 1534.17 feet to the Point of Beginning.