

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

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RECORDED 04/13/2005 04:44:46 PM
CLERK OF COURT
HILLSBOROUGH COUNTY
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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 for the 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
Signature of Witness #2

Marc Tindell DMD
Printed Name of Witness #2

By: Elwin I. Saviet
Elwin Saviet, President

Attest: Holly Minor
Holly Minor, Secretary

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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

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS
AND SERVITUDES FOR CARROLLWOOD VILLAGE, PHASE II, VILLAGE I.

Carrollwood Properties, Inc., a Florida corporation (hereinafter referred to as "Developer"), as owner of certain real property in Hillsborough County, Florida, being developed for residential purposes, a portion of which property is described in Exhibit "A" ("the Land") attached hereto and made a part hereof, hereby files, in accordance with Chapter 695, Florida Statutes, this Declaration, being a master form of restrictions, covenants running with the Land and conditions of use and occupancy. This Declaration is filed pursuant to a general plan of development applicable with uniformity to the Land, for the purpose of enabling the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents. Developer, for itself, its successors and assigns, hereby declares the restrictions herein contained to be applicable to all lots presently and hereafter shown on any plat within the boundaries of the Land. The provisions of this Declaration shall remain in force for thirty (30) years from the filing date hereof; it shall also remain in force for ten (10) years thereafter, unless owners of two-thirds of the lots affected hereby file, at any time after the expiration of thirty (30) years from the date hereof, a notice of termination of these restrictive covenants.

1. Definitions.

The word "lot" as used herein shall refer to any lot reflected on any plat. The word "plat" herein used shall mean any recorded subdivision plat or plats of the land or any part thereof. The word "Project" shall mean the Land and all improvements now located thereon or which may at any time hereafter be constructed thereon.

2. Approval of Plans.

For the purpose of further insuring the development of the Land as a residential area of highest quality, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides, there shall be an

Architectural Review Committee ("the Review Committee") composed of three (3) persons to be appointed from time to time by the Developer. The Review Committee shall review plans and specifications for any and all improvements upon any portion of the Land. The Developer shall designate the members of the Committee. When one hundred percent (100%) of the lots in the Project have homes completed thereon and are occupied, the Board of Directors of the Homeowners' Association shall designate from among the then current lot owners of record within the Project, three (3) persons who shall constitute the Review Committee, which persons shall thereupon succeed Developer's appointees. The Review Committee shall thereafter function as set forth herein, in cooperation with the Homeowners' Association. The transition shall be evidenced by an Affidavit setting forth the names of the Review Committee members so appointed, and executed by the Developer or by the President or Secretary of the Homeowners' Association.

3. Powers of Review Committee.

(a) The Review Committee is hereby granted the exclusive power and discretion to approve or disapprove the design (including materials), location, construction, color, and size of all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building and no fence, wall, utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications respecting same have been submitted to and approved in writing by the Review Committee. Said plans and specifications shall show the nature, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the proposed improvements and

shall show the lot square footage, construction schedule, front, side and rear elevations, and such other information as the Review Committee shall require (including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land). All architectural, remodeling and landscaping plans submitted to the Review Committee shall be accompanied by site plans which show the siting of homes on each side of the proposed improvement. The Review Committee is hereby empowered to refuse approval of any building plans and specifications and/or lot grading and landscaping plans which reflect improvements which are not suitable or desirable in the reasonable judgment of a majority of the Committee for any specific reason or reasons, including purely aesthetic reasons. In the event the Review Committee rejects such plans and specifications as submitted, the Review Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Review Committee's recommendations to remedy same if (in the sole judgment of the Review Committee) a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans the Review Committee may take into consideration the suitability and desirability of proposed constructions and of the material of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Review Committee for approval such samples of building materials proposed to be used as the Review Committee shall specify and require.

(b) As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications

must be submitted to the Review Committee. Upon written approval by the Review Committee, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. The Review Committee shall be entitled to stop any construction in violation of these restrictions or of the approved plans and specifications and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's cost. In the event the Review Committee fails, within thirty (30) days following submission to approve or disapprove plans and specification in writing, approval will be deemed to have been granted.

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

(d) All structures must be built to comply substantially with the plans and specifications as approved by the Review Committee and, before any residence may be occupied, it must be completely finished and a Certificate of Completion must be issued by the Review Committee.

4. Only one private dwelling shall be erected, constructed, placed or maintained on any one lot, but more than one lot may be used for one private dwelling.

5. No building shall be located of any lot nearer than thirty (30) feet to the front lot line. Each building shall have two (2) side yards, each of which side yard shall have a minimum of seven and one-half (7 1/2) feet. As to corner lots, the owners shall determine which yard is to be designated as the side yard; the minimum side yard adjacent to street right of way shall be twenty-five (25) feet. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line. Any detached garage, carport, other out-building or structure, including but not limited to a swimming pool, must be approved with written consent from the Review Committee and shall have a minimum setback from the rear lot

line of not less than ten (10) feet.

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

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

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

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

10. No building or structure shall be moved onto any lot or parcel within the Land, it being the intent of this Declaration that any and all buildings or structures on any part of the Land shall be constructed thereon.

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

12. No sign of any kind shall be displayed to the public view on any lot in the Project, except that there may be one (1) sign or not more than five (5) square feet, advertising the property for sale or rent; also, such signs as are used by builders to advertise the property during the construction and sales period may be placed on such lots.

13. If any person, firm or corporation shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the Developer or any other person or persons owning a lot in the Project to prosecute any proceedings at law or in equity including injunctive proceedings, against the person or persons violating or attempting to violate such covenant and to prevent or terminate the violation and to recover damages for such violation.

14. All of the rights and powers of the Developer hereunder shall extend to its successors and assigns. However, in the event that Developer should be dissolved according to the law without transferring its rights to a successor, the surviving members of the last Board of Directors may elect or appoint a committee composed of not less than three (3) persons, said committee to be selected by majority vote of said property owners, which said committee shall succeed to all of the rights of said Developer, as set out in this Declaration; otherwise the then property owners within the Land may appoint such a committee. Notwithstanding the foregoing, if there is an existing and active Homeowners' Association, it shall succeed to the rights of the Developer in the event of dissolution of the Developer.

15. The ground floor area of the main structure of any single family dwelling on the property described in this Declaration shall not be less than 2,000 square feet exclusive of open porches, garages or carports, except that it may be reduced to a minimum of 1,200 square feet for two story dwellings, provided, however, the total floor area of two story dwellings shall not be less than 2,000 square feet, exclusive of open porches, garages, or carports.

16. No walls, fences, outbuildings or additions to any of the buildings shall be erected within the Project without the prior written consent of the Review Committee and such walls, fences, and other buildings, or additions to any dwellings shall be erected according to the plans and specifications as approved by the Review Committee.

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

18. Street mailboxes shall be of a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the neighborhood. Application shall be made by each owner of a lot in the development

to the Review Committee for his mailbox and the type and location of the mailbox must be approved by the Review Committee. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

19. The owner of any lot shall mow and maintain his lot or lots before and after construction of a residence thereon, so as not to detract from the value or appearance of the surrounding area. In the event any owner of a lot or lots shall fail to mow and maintain his lot or lots to the satisfaction of the Developer, the Developer shall have the right, at its option, to mow and maintain such lot or lots and the owner thereof shall be liable to the Developer for any and all cost for maintaining and/or mowing said lot or lots, and Developer shall be entitled to claim and enforce a lien on said lot or lots for the costs of such mowing and maintenance plus all costs of lien enforcement including reasonable attorneys' fees.

20. Outside clotheslines are hereby prohibited.

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

22. No commercial vehicles of any type shall be permitted to remain overnight on any lot within the development unless kept in a closed garage, other than as may be used by the Developer in conjunction with building operations.

23. No truck or trailer and no unlicensed motor vehicle of any kind shall be permitted to remain overnight on any lot or lots unless kept in a closed garage. No house trailer or mobile home shall be permitted to stay on any lot or public right of way. No boat, boat trailer, camper, motor home, travel trailer, or other such vehicles, trailer or vessel shall be permitted to stay on a public right-of-way or on a lot unless permanently enclosed from view of adjoining lots, streets and common areas.

23 A. The undersigned, Owner, or any other person bona fide engaged in the sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty (30) days after written request to remove the same is delivered to the record owner of the lot by the Review Committee. Except for such temporary sales or construction offices, no temporary structure of any kind shall be erected or placed on any of said property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed on any one lot as shown on the above described plat. Any garage, servant's house, or other improvements erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures within the meaning of this paragraph.

24. No window air conditioning unit shall be installed without the prior written approval of the Review Committee.

25. Except with the prior written approval and permission of the Review Committee, and 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.

26. Each owner of a lot or lots shall construct or cause to be constructed, at the time of the construction of a dwelling, a concrete sidewalk four feet in width extending across the entire lot or lots consistent with the remaining sidewalks in the subdivision. In the event any owner of a lot or lots fails to construct such a sidewalk, the Developer, at its option, shall have the right to construct it or cause it to be constructed, and such owner shall be liable to the Developer for any and all cost in connection therewith. Developer is hereby empowered to claim and enforce a lien

against the affected lot or lots for the cost of such construction and all costs of enforcement of the lien, including a reasonable attorney's fee.

27. Construction of Dwellings:

(a) Construction of each single family residence shall commence within sixty (60) months from the date of the conveyance of each lot from Developer except where two or more lots have been designated on a plat or deed for one residence by Developer.

(b) Construction of each single family residence shall be completed within twelve (12) months from the date of commencement thereof. The Review Committee may authorize extension of such time upon written request.

(c) In the event construction of a dwelling has not commenced within sixty (60) months from the date of the lot conveyance from Developer, then in such event the Developer shall have the automatic option to buy back the lot or lots at the original purchase price, plus interest at the rate of 6% per annum, provided such option right is exercised within 90 days following said 60th month and payment therefore is made within a reasonable time thereafter.

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

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

30. Exception to §29 is granted to the Private Tennis Complex. Pumping out of or otherwise removing water from the lakes for the purpose of watering the tennis courts is permissible.

31. No lot owner can change the drainage plan of his or any other lot without the prior written approval of the Review Committee.

32. All lots shall be fully sodded. Waterfront lots shall be sodded to the water line.

33. No lot owner will obstruct the ingress to any easement.

34. All television antennas and other antennas and aerals shall be located inside the attic or under roof, unless otherwise expressly permitted by the Review Committee in writing.

35. Amendments to these restrictions can be made from time to time by filing an amendment in the public records of Hillsborough County, Florida, such amendment to be executed and acknowledged in the manner required for Deeds. Any amendment to these restrictions must be accomplished by having same executed and acknowledged by not less than three fifths (3/5) of the owners of record of lots in the development. No amendment shall authorize arbitrary or discriminatory application of this Declaration or of itself, nor shall it depart from the purpose hereof.

36. Purpose.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the development and to enable and aid the goal of secure and safe living, all owners of any portion of the land must join and remain members of and pay assessments to Carrollwood Village Phase II Homeowners' Association as required by the master covenants for Carrollwood Village, Phase II, as recorded or to be recorded in the public records of Hillsborough County.

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

IN WITNESS WHEREOF, the said Carrollwood Properties, Inc. has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its President and its corporate seal to be hereunto affixed this 6th day of March, 1978

Signed, sealed and delivered in
the presence of:

CARROLLWOOD PROPERTIES, INC.

Bethie Pelletier
Michael Wilson

BY: Alfred Hoffman, Jr.
Pres.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of March, 1978 by Alfred Hoffman, Jr., President of Carrollwood Properties Inc., a Florida corporation, on behalf of the corporation.

Bethie Pelletier
Notary Public

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RECEIVED

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CLERK OF DISTRICT COURT
HILLSBOROUGH COUNTY, FLA.