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DEED RESTRICTIONS AND EASEMENTS FOR STONEGATE

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RECORDED 026042 45.00

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(AH)

UNITED MERIT COMMUNITIES, a Florida General Partnership, ("Developer"), as owner of certain real property in Hillsborough County, Florida, being developed for residential purposes, which property is described in Exhibit "A" (the Land) attached hereto and made a part hereof, hereby files this Declaration of Restrictions and Easements which shall run with the Land and the conditions of use and occupancy. This Declaration is filed pursuant to the general plan of development applicable with uniformity to the Land for the purpose of enabling an 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 and 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 restrictions and easements.

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. The word "builder" as used herein shall refer to the Developer or to any person or entity to whom the Developer may from time to time assign any of Developer's rights hereunder for the purpose of developing the land or building on any part of the land.
2. Review of Plans and Specifications by Review Committee
 

A. 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"). The Review Committee shall be 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. When one hundred percent (100%) of the lots in the Project have homes completed thereon and are occupied, the Review Committee will cease to exist.

The review Committee is hereby granted the exclusive authority and discretion, which shall not be abused or exercised in arbitrary fashion, to approve or disapprove the design (including materials), location, construction, color and size of all of the

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buildings, structures and other improvements on each lot in the manner and to the extent set forth herein.

C. No residence or other building and no building and no fence, hedge, street mailbox, wall, utility area, driveway, pavement, 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 and dimensions, 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 or the nature of the drainage 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. 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. 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 recommendation 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 construction and of materials of which the same are proposed, 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.

D. 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. And, upon Review Committee approval, construction shall be started and prosecuted to completion promptly and in strict conformity

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With such approved plans and specifications, the Review Committee shall be entitled to stop any construction in violation of these restrictions or not conforming to the approved plans and specifications. Any such exterior addition or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's cost. In the event the Review Committee fails within thirty (30) days following submission to approve or disapprove plans and specifications in writing, approval will be deemed to have been granted.

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

F. 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.

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

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

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

J. Notwithstanding any other provision of this Declaration, Developer may from time to time grant written waivers for the purpose of exempting, wholly or partially, highly competent builders and developers from the requirements of Sections (A) through (f) of this Paragraph 2, based on a finding in Developer's sole discretion that such review or portion thereof is not required in order to attain the objectives of this Declaration. Such waiver, if granted, will be personal to the recipient thereof except that the recipient may transfer the waiver to any parent or subsidiary corporation or to any affiliated corporation. Subject to the foregoing, such waiver will not run with the Land nor exempt successors in title of the recipient of the waiver from the architectural review requirements hereof.

3. 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.

4. No building shall be located on any lot nearer than twenty-five

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(25) feet to the front lot line. Each building shall have two (2) side yards, each of which shall have a minimum width of seven and one half (7 1/2) feet. Except that as to corner lots the minimum set-back of the building from each street right-of-way shall be twenty-five (25) feet. No dwelling shall be located nearer than twenty (20) feet to the rear lot line. Except for decorative walls and hedges not exceeding a height of four (4) feet between the front lot line and the minimum building setback line, no fence, boundary wall or hedge of any type shall be permitted nearer than twenty-five (25) feet to the front lot line. Fences, boundary walls and hedges shall not exceed six (6) feet in height no nearer than twenty-five (25) feet to the front lot line.

5. 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 and one-half (2 1/2) stories in height, and a private garage and/or carport for not more than three (3) cars.

6. No structure of a temporary nature or character shall be used as a residence. If a detached garage or outbuilding 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 and be approved.

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

8. 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 and permanently attached thereto.

9. 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 kept in accordance with any leash law or applicable statute and that they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot or in any public right-of-way or any common area in the Project, except that there may be one (1) single or double face sign of not more than six (6) square feet per face placed on the Lot only advertising the property for sale or rent; also, such signs as are used by builders or their agents

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to advertise the property during the construction and sales period are exempt from this restriction.

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11. Enforcement of this Declaration of Covenants, Conditions and restrictions or any provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction contained herein, either to restrain violation or to recover damages. Failure of the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any person owning a Lot, including Declarant, shall have the right to seek enforcement of this Declaration as herein provided.

12. Declarant shall not in any way be held liable or responsible for any violation of this Declaration of Covenants, Conditions and Restrictions by any person other than itself, and Declarant shall not in any way be held liable or responsible for the enforcement of the covenants, conditions and restrictions contained herein. None of the foregoing restrictions shall apply to the Declarant during the period of construction of the improvements on the Lots.

13. All of the rights and powers of the Developer hereunder shall extend to its successors and assigns.

14. The floor area of the main structure of any single-story dwelling on the property described in this Declaration shall not be less than one thousand seven hundred (1700) square feet exclusive of open porches, garages or carports. The total floor area of two-story dwellings shall not be less than one thousand eight hundred (1800) square feet, exclusive of open porches, garages or carports, and the total floor area of the first floor of two-story dwellings shall not be less than nine hundred (900) square feet, exclusive of open porches, garages or carports.

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

16. 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. 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.

17. The owner of any lot shall mow and maintain his lot or lots, so as

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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 meet reasonable requests 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. Any sum owing to the Developer under this paragraph shall bear interest at the maximum rate allowed under the laws of the State of Florida, shall be a lien against the lot, the Developer shall be entitled to enforce said lien by foreclosure or otherwise and the lot owner shall be responsible for and pay all costs, including reasonable attorney fees, incurred by Developer in collecting said sum or enforcing said lien.

18. Outside clotheslines are prohibited.

19. 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 or by a Contractor in conjunction with building operations.

20. No truck or trailer and no unlicensed or inoperable 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-cycle, motor home, travel trailer or other such vehicle, trailer or vessel shall be permitted to stay on nor shall repairs be effected on same on a public right-of-way or on a lot unless permanently enclosed from view of other lots, any street and/or common area.

21. Developer or any builder or their agents engaged in any sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, for a period of time reasonably necessary to accomplish the intended purpose. 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.

22. 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

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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.

23. 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 (4) feet in width extending across the entire lot or lots consistent with the remaining sidewalks in the subdivision and in accordance with the approval of the Review Committee. Where required or where consistent with the remaining sidewalks, the sidewalk shall similarly be constructed extending the full depth of any corner lot along the property line adjacent to the side street. Any sidewalk shall be constructed along the line or lines as to be consistent throughout 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 Developer for any and all cost in connection therewith. Any sum owing to the Developer under this paragraph shall bear interest at the maximum rate allowed under the laws of the State of Florida, shall be a lien against the lot, the Developer shall be entitled to enforce said lien by foreclosure or otherwise and the lot owner shall be responsible for and pay all costs, including reasonable attorney fees, incurred by Developer in collecting said sum or enforcing said lien.

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

25. Other than Developer, no lot owner or resident shall have any right to pump or otherwise remove any water from bodies of water for the purpose of irrigation or other use. No owner or resident has the right 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 body of water or upon or across any other lot or any common area or public right-of-way.

26. Upon the completion of any dwelling unit, the lawn area on all sides of the Dwelling Unit shall be completely sodded with grass, it being the intent that all completed dwelling units shall be surrounded by a uniform green, luxuriant and well-kept lawn.

27. No lot owner will obstruct the ingress to any recorded easement.

28. Any sale or transfer of any lot shall not affect any lien provided for herein. Any lien provided for herein, shall, however, be subordinate and inferior to the lien of any first Mortgage given to any State or National bank, any State or Federal Savings and Loan Association, or any State or Federal Savings bank.

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29. Burning of trash or garbage is prohibited on any lot. Refuse cans or receptacles and pumps shall be concealed within suitable structures.

30. Lots shall be kept clear of debris, be reasonably maintained, and shall not be used for visible storage of any materials or appliances of any nature.

31. No lot may be used as a road or street or be dedicated as a public road or street without the written consent or approval of Developer.

32. No building or other permanent structure shall be erected or maintained on any part of any area indicated as "Easement", but the owners of lots may erect and maintain a fence, wall, or hedge along the property line within such easement, but subject at all times to the prior right to such area for public or quasi-public purposes.

The right is reserved to Developer and its assignee to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained within the area indicated on the plat as "Easement", sewer and other pipelines, conduits, poles and wires and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

The Developer shall have the right at any time to extinguish or vacate such easements and right-of-way as to all or any portion of said property, subject to any agreement regarding use of easements which may be in force at that time.

33. Developer or the transferees of Developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

a. Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from doing on any part or parts of the subdivision owned or controlled by Developer or Developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

b. Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from construction and maintaining on any part or parts of the subdivision



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property owned or controlled by Developer, Developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

c. Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by Developer or Developer's transferees or their representatives the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease or otherwise; or

d. Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

34. Amendments to these restrictions can be made from time to time by filing an amendment in the public records of Hillsborough County, Florida. Declarant hereby saves and reserves unto itself the right and privilege to modify and/or amend this Declaration of Covenants, Conditions and Restrictions as Declarant may in its sole discretion deem appropriate or necessary. The modification and/or amendment of said Declaration by Declarant shall not require the consent or joinder of any Owner of any Lot other than Declarant nor the consent or joinder of any Institutional Mortgagee having an interest in any Lot. This right and privilege to modify and/or amend said Declaration shall terminate and become null and void when Declarant has sold all of the Lots governed by said Declaration.

35. 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 the Carrollwood Village Phase III Homeowners Association and pay assessments to said Association as required by the Master Declaration of Covenants, Conditions and Restrictions for Phase III of Carrollwood Village, which Declaration is recorded in Plat Book 3684 Page 294 - 316 of the Public Records of Hillsborough County, Florida and is hereby made apart of and included in this Declaration by reference.

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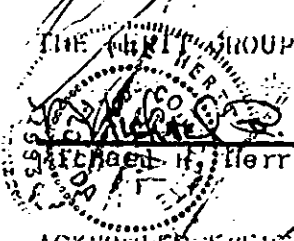
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In witness whereof, the said UNITED MERIT COMMUNITIES has caused this Declaration of Restrictions and Easements to be executed by its Partners and its seal to be hereunto affixed this 7th day of JUNE 1985.

OWNERS: UNITED MERIT COMMUNITIES, A Florida General Partnership, by its Sole General Partners: THE MERIT GROUP, INC., A Florida Corporation, and F.S.S. CORPORATION, A Florida Corporation.

THE MERIT GROUP, INC. - Owner



Michael R. Herron  
Witness

Vicki J. Havens  
Witness

Virginia H. Miller  
Witness

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough.

Personally appeared before me, the undersigned authority, Michael R. Herron, President of THE MERIT GROUP, INC., Owner, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and that he affixed hereto the seal of said corporation.

Witness my hand and official seal on this 7th day of JUNE 1985.

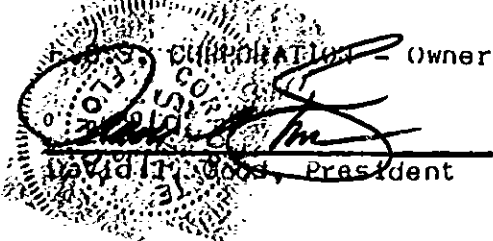
Notary Public, State of Florida at Large

Vicki J. Havens

My Commission expires: Notary Public, Florida, State at Large  
My Commission Expires Jan. 16, 1987



F.S.S. CORPORATION - Owner



David I. Good  
Witness

Constance Davis  
Witness

Jeanne Rita Ginforte  
Witness

ACKNOWLEDGEMENT: State of Florida, County of Sarasota.

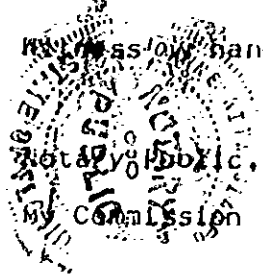
Personally appeared before me, the undersigned authority, David I. Good, President of F.S.S. CORPORATION, Owner, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and that he affixed hereto the seal of said corporation.

Witness my hand and official seal on this 10th day of June 1985.

Notary Public, State of Florida at Large

Jeanne Rita Ginforte

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22 1985  
BONDED THRU GENERAL INS. UNDERWRITERS



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EXHIBIT "A"

LEGAL DESCRIPTION OF STONEGATE SUB.

Lots 1-46, Block 1 and Lots 1-23, block 2, Stonegate, as recorded in Plat Book 57, Page 20, Public Records of Hillsborough County, Florida.