

RECORD VERIFIED
Richard L. Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Teresa A. Streetman, D.C.

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF RESTRICTIONS OF
CARROLLWOOD VILLAGE PHASE III, VILLAGE X

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restriction of Carrollwood Village Phase III, Village X, as described in OR Book 3829 at Page 935, of the Records of Hillsborough County, Florida, respectively, was duly adopted in the manner provided in the respective Declaration of Restriction.

IN WITNESS WHEREOF, we have affixed our hands and seals this 27th day of JULY, 1988, at Hillsborough County, Florida.

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC.

Witnesses

(SEAL)

[Signature]
[Signature]

By:

Linda L. Churchill
Linda Churchill, President

Attest:

Susan Borgo
Susan Borgo, Secretary

STATE OF FLORIDA) ss
COUNTY OF HILLSBOROUGH)

On this 27th day of July, 1988, personally appeared Linda Churchill, President, and Susan Borgo, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires

NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 27, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ADOPTED AMENDMENT TO THE
DECLARATION OF RESTRICTIONS

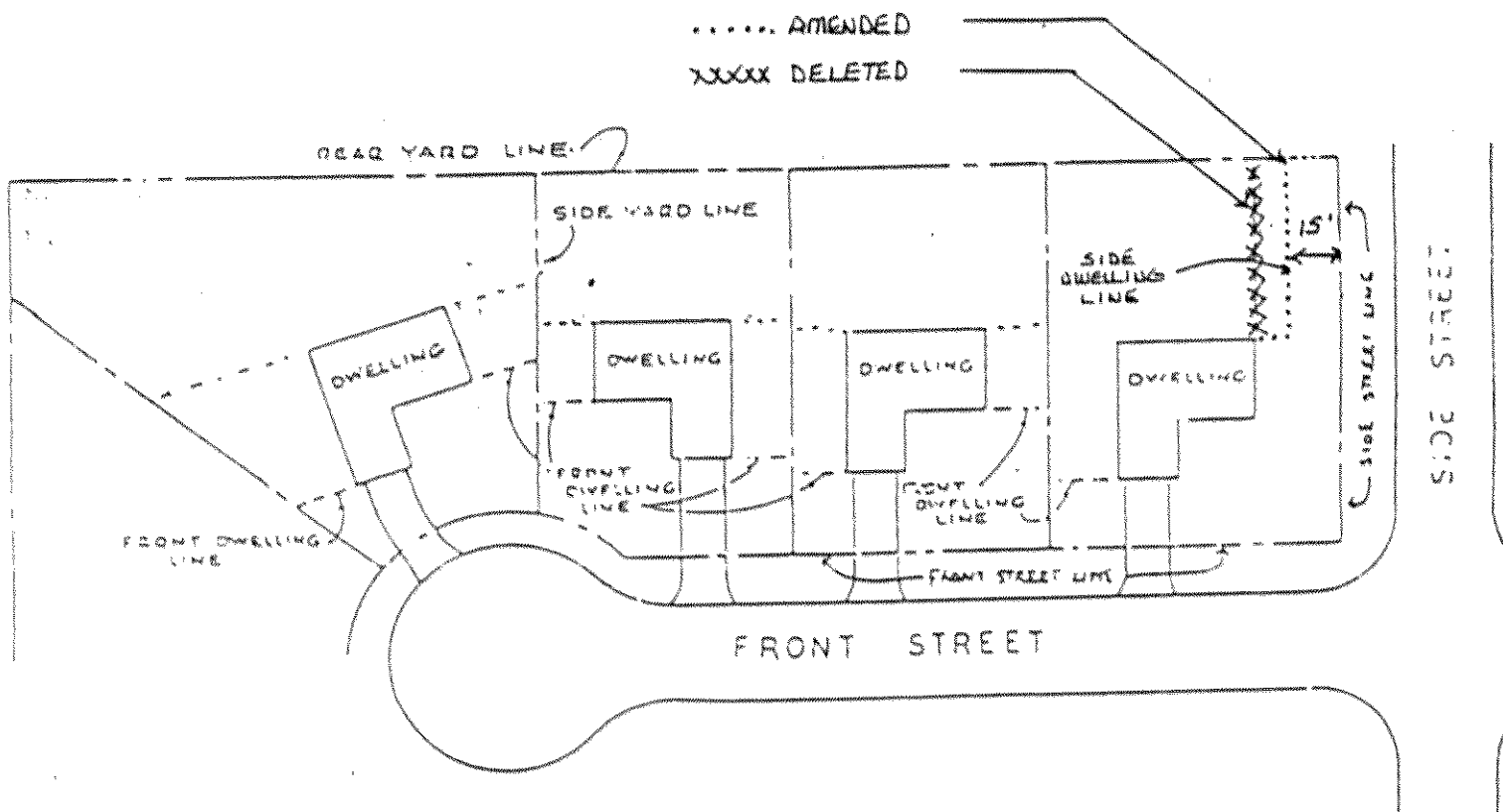
Additions indicated by underlining.
Deletions indicated by striking through.

Article I.

Section 7. Fences, Walls and Hedges. Fences, walls and hedges may be constructed or maintained to a height not to exceed six (6) feet. Fences shall only be made of cypress or other wood materials. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line ~~or between a Side Street Line and the Side Dwelling Line;~~ or, in the case of corner lots, between a Side Street Line and a line 15' feet in from and parallel to the Side Street Line. Provided, however, that a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the time of the original dwelling on the lot as part of its elevation or design. The terms "Front Street Line", "Side Street Line", "Front Dwelling Line" and "Side Dwelling Line" are as used and shown by illustration on attached Exhibit A, as amended. Fences, walls, and hedges must also conform to existing County Ordinances/regulations.

ADOPTED AMENDMENT TO
EXHIBIT A OF THE
DECLARATION OF RESTRICTIONS

EXHIBIT A



DECLARATION OF RESTRICTIONS

3829 PG 935

CARROLLWOOD VILLAGE, PHASE III, VILLAGE X, UNIT I

63-010-211

KNOW ALL MEN BY THESE PRESENTS that U.S. Home Corporation, a Delaware corporation ("Developer") being the owner in fee simple of all of Carrollwood Village, Phase III, Village X, Unit I (the "Subdivision"), according to the map or plat thereof as recorded in Plat Book 52, at page 29 of the Public Records of Hillsborough County (the "Plat"), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions"), which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

ARTICLE I

USE RESTRICTIONS

1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 3 of this Article.

2. Dwellings.

No dwelling shall have a total floor area of less than fifteen hundred (1500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage, which may be attached to and made part of the dwelling. No dwelling shall have aluminum siding. All dwellings shall be constructed with concrete or asphalt driveways. Upon completion of a dwelling thereon, each lot shall have sodded front, side and rear lawns. Each dwelling shall have a shrubbery planting in front of the dwelling.

3. Easements.

Easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Developer in and to all utility easement and drainage easement areas shown on the Plat. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any easement areas. The easement areas of each lot as shown on the Plat,

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

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDED 12/21/71
HILLSBOROUGH COUNTY, FLA.
JAN 11 1972

and all improvements in such easement areas, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Developer shall have the right, but without obligation, to alter or maintain drainage facilities in such easement areas, including slope control areas.

4. Use of Accessory Structures.

No tent, shack, barn, utility shed or building, other than the dwelling and any appurtenant garage, shall, at any time, be erected or used on any lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision.

5. Commercial Uses and Nuisances.

Except as hereafter expressly provided as to Developer, and as to 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 dwellings in the Subdivision for sale or lease; nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. In connection with its development and marketing of the Subdivision, including the sale of lots improved with dwellings, Developer shall have the right to use lots and dwellings thereon for sales offices, field construction offices, storage facilities and general business offices. In addition, Developer, as well as any other residential developer authorized in writing by the Developer and owning two (2) or more lots in the Subdivision with completed residences thereon, may maintain furnished model homes in the Subdivision.

6. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a permitted pet shall allow the pet to stray or go upon another lot without the consent of the owner of such lot; and provided further that no more than a total of two pets may be kept on any lot. All pets shall be on a leash when outside of the owner's lot.

7. Fences, Walls and Hedges.

Fences, walls and hedges may be constructed or maintained to a height not to exceed six (6) feet. Fences shall only be made of cypress or other wood materials. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line or between a Side Street Line and the Side Dwelling Line; provided, however, that a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the time of the original dwelling on the lot as part of its elevation or design. The terms "Front Street Line," "Side Street Line," "Front Dwelling Line" and "Side Dwelling Line" are as used and shown by illustration on attached Exhibit A.

8. Vehicles.

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

9. Storage.

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

10. Clothes Hanging and Antennas.

Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from a road or street in the Subdivision or bordering it. No exterior television, radio or other antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

11. Cypress Trees.

After a lot within the Subdivision has been fully developed and the construction of a dwelling thereon completed, any cypress head areas or cypress trees then on the lot shall be maintained by the owner thereof as nearly as practicable in a natural state, and not altered or removed by the owner except as permitted by the governmental authority having jurisdiction.

12. Street Lighting.

In the event a street lighting district is established for, or including, the Subdivision pursuant to which street lighting service is provided, all lot owners shall be subject to the taxes or assessments therefor which are levied in accordance with Hillsborough County ordinances, rules and regulations, now or hereafter in effect.

13. Mailboxes.

Street mailboxes shall be a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the Subdivision. 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.

14. Wells.

Except with the prior written approval and permission of the Homeowner's Association (as defined in Paragraph 17 hereof), and of all governmental agencies having jurisdiction, no well shall be sunk or drilled on any lot. Approval by the Homeowner's Association may be withheld in its sole discretion, or made subject to such limitations or conditions as it determines appropriate or necessary. Notwithstanding, Developer reserves the right, but without obligation, to place or locate wells, pumping stations and tanks on Tract A within the Subdivision.

15. Lot Upkeep.

All owners of lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an owner shall fail to maintain his lot as required herein, Developer, after ten (10) days' written notice, is hereby authorized, but shall not be obligated, to so maintain the lot and owner thereof shall reimburse developer for actual costs incurred therewith upon demand.

16. Signs.

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" or "For Rent" sign upon each lot not exceeding 24" x 30". Notwithstanding anything to the contrary herein: (i) Developer, its successors or assigns, shall have the right to maintain signs of any type and size and for any purpose in the Subdivision on any lot; and (ii) any residential developers permitted to maintain model homes pursuant to Paragraph 5 may maintain signs in connection therewith as permitted by Developer.

17. Architectural Control.

Following the completion of the initial residential dwelling upon a lot and its conveyance to a purchaser, no further changes, alterations, additions, reconstruction or replacement of such dwelling shall be made, nor shall any fence, wall or other improvement or structure be made, added or placed thereon, unless prior thereto the building plans and specifications therefor showing the nature, kind, shape, height, size, materials, location, exterior color scheme, and exterior elevation thereof (the "Plans") shall have been submitted to and approved in writing by Developer, its successors or designated assign. Developer, its successors or designated assign, shall have the absolute right to approve or disapprove Plans for any reason including aesthetic considerations. All Plans must be sent to Developer or its designated assign by certified or registered mail, return receipt requested, at 8019 North Himes, Suite 200, Tampa, Florida 33614, ATTN: Regional President, or such other address as Developer or its designated assign may hereafter from time to time designate in writing. Any Plans not disapproved within thirty (30) days after their receipt by Developer or designated assign shall be deemed approved. At such time as Developer shall no longer own any lots in the Subdivision, its rights of architectural control hereunder shall automatically transfer to and vest in the Carrollwood Village Phase III Homeowners Association, Inc., a Florida not-for-profit corporation (the "Homeowners Association"), its successors and assigns. Nothing contained in this Paragraph shall require approval of the initial residential dwelling constructed upon a lot.

18. Boundary Wall.

If Developer constructs a wall or fence ("Boundary Wall") adjacent to the right of way of Barrington Drive and abutting or located on the property lines of Lots 1, 2 and 3, Block 1, and Lots 1, 2, 3, 5 and 6, Block 3, the Homeowners Association shall maintain and repair at its expense the exterior, street facing surface of such Boundary Wall. All other maintenance, repair, and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective lot owners upon whose lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such lot. The obligation of such owners shall not be affected by the fact that the Boundary Wall may be only partially and not wholly on the lot. No lot owner shall be permitted to paint, decorate, change or alter, nor to add or affix any object or thing to the exterior, street facing surface of the Boundary Wall. Similarly, no lot owner shall be permitted to add, attach or fix any object or thing, or in any way

damage or impair the interior surface or top of such Boundary Wall. If any lot owner shall fail to under-take any maintenance, repair or replacement as required by this Paragraph, such may be done by the Homeowners Association, at the lot owner's expense, upon ten (10) days written notice.

19. Tract A.

Tract A as shown on the Plat shall be conveyed by Developer to the Homeowners Association, and shall be subject to the rules and regulations thereof, as well as the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase III as recorded in O.R. Book 3684, at page 294, Public Records of Hillsborough County, Florida (herein, together with all amendments thereof now or hereafter made, called the "Master Declaration"). No swimming, bathing or boating shall be permitted in any retention area located on Tract A. Neither Developer, the Homeowners Association nor any other party shall be obligated to sod or alter the natural state of Tract A, or any portion thereof.

20. Amendments and Modifications by Developer.

Notwithstanding any provisions of these Restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority, subject to Veterans Administration or Federal Housing Administration approval (which approval need not be evidenced of public record), for a period of three (3) years from the date of recording of these Restrictions to amend, modify, in whole or in part, or grant exceptions or variances from any of the Use Restrictions set forth in Article I of these Restrictions without notice to or approval by other lot owners of the Subdivision.

ARTICLE II

MISCELLANEOUS

1. Term and Amendment.

These Restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by the owners of seventy-five percent (75%) of the lots in the Subdivision, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind these Restrictions, in whole or in part. Subject to the provisions of Paragraph 20 of Article I, these Restrictions may be amended at any time by the owners of not less than seventy-five percent (75%) of the lots in the Subdivision. No amendment of the Restrictions pursuant to this Paragraph shall require Developer to relinquish any rights reserved to Developer under the Restrictions, or require a lot owner to remove any structure, wall or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such structure, wall or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such structure, wall or fence commenced within ninety (90) days of his taking title.

2. Enforcement.

If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns

shall violate or attempt to violate any of these Restrictions it shall be the right of Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provisions of these Restrictions 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 similar breach occurring prior to subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Homeowners Association.

All lots in the Subdivision are also subject to the terms and provisions of the Master Declaration. All lot owners automatically become members of the Homeowners Association, and are subject to the Articles of Incorporation, By-laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Homeowners Association, payment of which is secured by a lien on the owner's lot. Each lot owner, by the acceptance of a deed or otherwise acquiring title to a lot thereby does agree to abide by the provisions of the Master Declaration, and uphold its responsibilities and obligations as a member of the Homeowners Association, including the payment of such assessments, dues and charges as shall be levied thereby.

4. Severability.

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

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 22 day of April, 1981.

Signed, sealed and delivered
in the presence of:

U.S. HOME CORPORATION

By [Signature]
Division President

Attest: [Signature]
Division Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Hillbrough)

SS:

I hereby certify that on this day personally appeared before

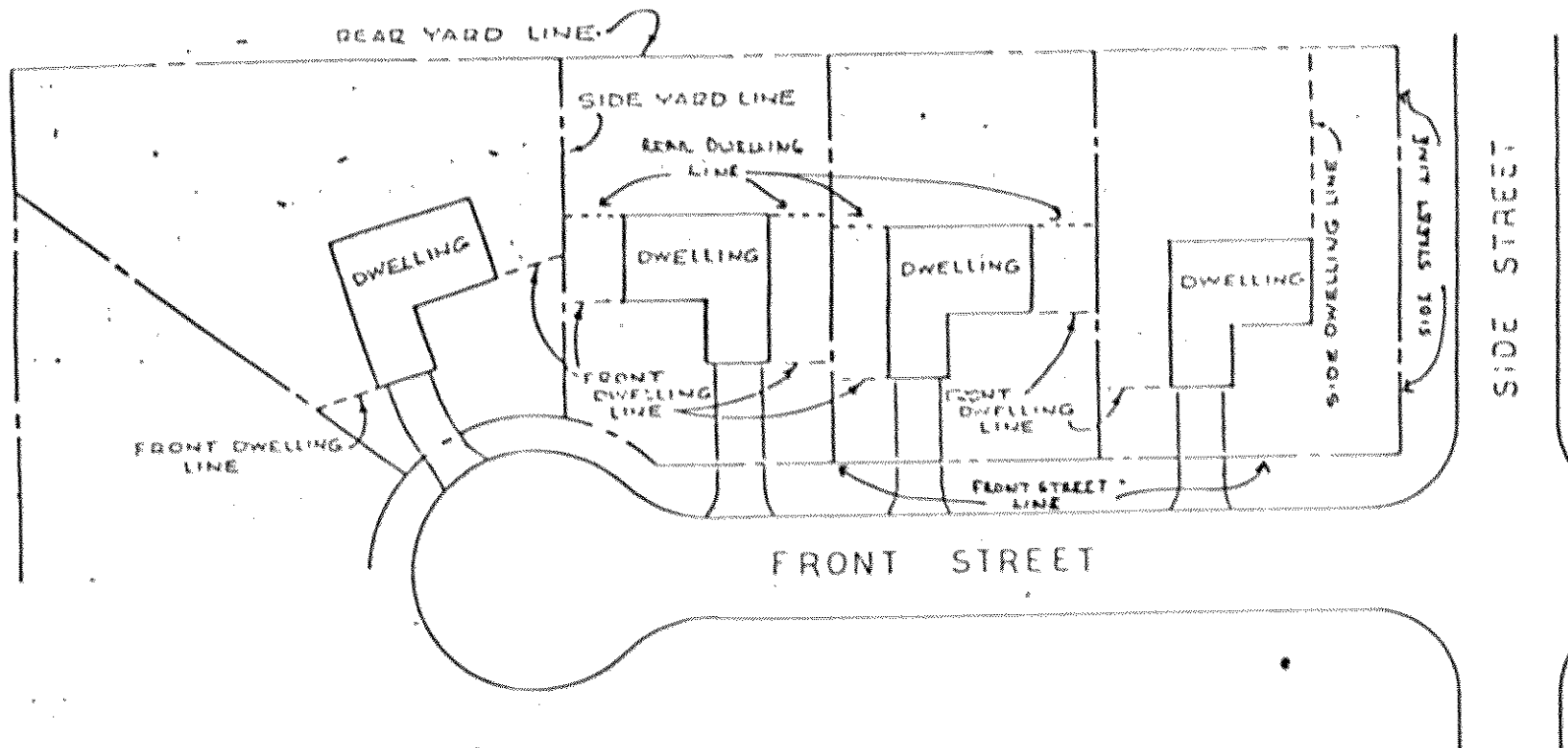
me, an officer duly authorized to administer oaths and take acknowledgements, STEVEN HAFENER, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as a Division _____ President of the above named U.S. HOME CORPORATION, and acknowledged to and before me that he executed such instrument as such Division _____ President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of the corporation.

WITNESS my hand and official seal at Tampa,
County of Hillsborough, State of Florida, this 20
day of April, 1981.

Elean L. Plunkett
Notary Public, State of Florida
at Large

My commission expires: 10-5-84

EXHIBIT A



Return to:
This Instrument Prepared By:
Ronald R. Goller, Esq.
Sorota & Zachau, P.A.
Suite A
2515 Countryside Blvd.
Clearwater, Florida 33575

11/10/85 11:00 AM
11/10/85 10:06 AM
RECORDED 019294 A
CA 11.00

4205-1110

BUCKINGHAM VILLAGE

DECLARATION OF RESTRICTIONS

CARROLLWOOD VILLAGE, PHASE III, VILLAGE X, UNIT II

KNOW ALL MEN BY THESE PRESENTS that U.S. Home Corporation, a Delaware corporation ("Developer"), being the owner in fee simple of all of Carrollwood Village, Phase III, Village X, Unit II (the "Subdivision"), according to the map or plat thereof as recorded in Plat Book 55, at page 5 of the Public Records of Hillsborough County (the "Plat"), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions"), which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

JAMES F. TAYLOR, JR.
CLERK OF DISTRICT COURT
HILLSBOROUGH CO.
TAMPA, FL 33601

ARTICLE I

USE RESTRICTIONS

1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 3 of this Article.

2. Dwellings.

No dwelling shall have a total floor area of less than fifteen hundred (1500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage, which may be attached to and made part of the dwelling. No dwelling shall have aluminum siding. All dwellings shall be constructed with concrete or asphalt driveways. Upon completion of a dwelling thereon, each lot shall have sodded front, side and rear lawns. Each dwelling shall have a shrubbery planting in front of the dwelling.

Easements.

Easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Developer in and to all utility easement and drainage easement areas shown on the Plat. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any easement areas. The easement areas of each lot as shown on the Plat.

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REC. CL

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and all improvements in such easement areas, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Developer shall have the right, but without obligation, to alter or maintain drainage facilities in such easement areas, including slope control areas.

4. Use of Accessory Structures.

No tent, shack, barn, utility shed or building, other than the dwelling and any appurtenant garage, shall, at any time, be erected or used on any lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, that temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision.

5. Commercial Uses and Nuisances.

Except as hereafter expressly provided as to Developer, and as to 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 dwellings in the Subdivision for sale or lease; nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. In connection with its development and marketing of the Subdivision, including the sale of lots improved with dwellings, Developer shall have the right to use lots and dwellings thereon for sales offices, field construction offices, storage facilities and general business offices. In addition, Developer, as well as any other residential developer authorized in writing by the Developer and owning two (2) or more lots in the Subdivision with completed residences thereon, may maintain furnished model homes in the Subdivision.

6. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a permitted pet shall allow the pet to stray or go upon another lot without the consent of the owner of such lot; and provided further that no more than a total of two pets may be kept on any lot. All pets shall be on a leash when outside of the owner's lot.

7. Fences, Walls and Hedges.

Fences, walls and hedges may be constructed or maintained to a height not to exceed six (6) feet. Fences shall only be made of cypress or other wood materials. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line or between a Side Street Line and the Side Dwelling Line; provided, however, that a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the time of the original dwelling on the lot as part of its elevation or design. The terms "Front Street Line," "Side Street Line," "Front Dwelling Line" and "Side Dwelling Line" are as used and shown by illustration on attached Exhibit A.

8. Vehicles.

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

9. Storage.

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

10. Clothes Hanging and Antennas.

Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from a road or street in the Subdivision or bordering it. No exterior television, radio or other antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

11. Cypress Trees.

After a lot within the Subdivision has been fully developed and the construction of a dwelling thereon completed, any cypress head areas or cypress trees then on the lot shall be maintained by the owner thereof as nearly as practicable in a natural state, and not altered or removed by the owner except as permitted by the governmental authority having jurisdiction.

12. Street Lighting.

In the event a street lighting district is established for, or including, the Subdivision pursuant to which street lighting service is provided, all lot owners shall be subject to the taxes or assessments therefor which are levied in accordance with Hillsborough County ordinances, rules and regulations, now or hereafter in effect.

13. Mailboxes.

Street mailboxes shall be a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the Subdivision. 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.

14. Wells.

Except with the prior written approval and permission of the Homeowner's Association (as defined in Paragraph 17 hereof), and of all governmental agencies having jurisdiction, no well shall be sunk or drilled on any lot. Approval by the Homeowner's Association may be withheld in its sole discretion, or made subject to such limitations or conditions as it determines appropriate or necessary. Notwithstanding, Developer reserves the right, but without obligation, to place or locate wells, pumping stations and tanks on Tract A within the Subdivision.

15. Lot Upkeep.

All owners of lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an owner shall fail to maintain his lot as required herein, Developer, after ten (10) days' written notice, is hereby authorized, but shall not be obligated, to so maintain the lot and the owner thereof shall reimburse Developer for actual costs incurred therewith upon demand.

16. Signs.

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" or "For Rent" sign upon each lot not exceeding 24" x 30". Notwithstanding anything to the contrary herein: (i) Developer, its successors or assigns, shall have the right to maintain signs of any type and size and for any purpose in the Subdivision on any lot; and (ii) any residential developers permitted to maintain model homes pursuant to Paragraph 5 may maintain signs in connection therewith as permitted by Developer.

17. Architectural Control.

Following the completion of the initial residential dwelling upon a lot and its conveyance to a purchaser, no further changes, alterations, additions, reconstruction or replacement of such dwelling shall be made, nor shall any fence, wall or other improvement or structure be made, added or placed thereon, unless prior thereto the building plans and specifications therefor showing the nature, kind, shape, height, size, materials, location, exterior color scheme, and exterior elevation thereof (the "Plans") shall have been submitted to and approved in writing by Developer, its successors or designated assign. Developer, its successors or designated assign, shall have the absolute right to approve or disapprove Plans for any reason including aesthetic considerations. All Plans must be sent to Developer or its designated assign by certified or registered mail, return receipt requested, at 8019 North Himes, Suite 200, Yampa, Florida 32614, ATTN: Regional President, or such other address as Developer or its designated assign may hereafter from time to time designate in writing. Any Plans not disapproved within thirty (30) days after their receipt by Developer or designated assign shall be deemed approved. At such time as Developer shall no longer own any lots in the Subdivision, its rights of architectural control hereunder shall automatically transfer to and vest in the Carrollwood Village Phase III Homeowners Association, Inc., a Florida not-for-profit corporation (the "Homeowners Association"), its successors and assigns. Nothing contained in this Paragraph shall require approval of the initial residential dwelling constructed upon a lot.

18. Boundary Wall.

If Developer constructs one (1) or more walls and/or fences adjacent to one (1) or more of the boundaries of the Subdivision (such wall or fence being hereinafter referred to as "Boundary Wall"), the Homeowners Association shall maintain and repair at its expense the exterior, street facing surface of such Boundary Wall. All other maintenance, repair, and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective lot owners upon whose lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such lot. The obligation of such owners shall not be affected by the fact that the Boundary Wall may be only partially and not wholly on the lot. No lot owner shall be permitted to paint, decorate, change or alter, nor to add or affix any object or thing to the exterior, street facing surface of the Boundary Wall. Similarly, no lot owner shall be permitted to add, attach or fix any object or thing, or in any way damage or impair the interior surface or top of such Boundary

interior surface or top of such Boundary Wall. If any lot owner shall fail to undertake any maintenance, repair or replacement as required by this Paragraph, such may be done by the Homeowners Association, at the lot owner's expense, upon ten (10) days written notice.

19. Tract A.

Tract A as shown on the Plat shall be conveyed by Developer to the Homeowners Association, and shall be subject to the rules and regulations thereof, as well as the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for Ca. Hollywood Village Phase III as recorded in G.R. Book 3684, at page 294, Public Records of Hillsborough County, Florida (herein, together with all amendments thereof now or hereafter made, called the "Master Declaration"). No swimming, bathing or boating shall be permitted in any retention area located on Tract A. Neither Developer, the Homeowners Association nor any other party shall be obligated to sod or alter the natural state of Tract A, or any portion thereof.

20. Amendments and Modifications by Developer.

Notwithstanding any provisions of these Restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority, subject to Veterans Administration or Federal Housing Administration approval (which approval need not be evidenced of public record), for a period of three (3) years from the date of recording of these Restrictions to amend, modify, in whole or in part, or grant exceptions or variances from any of the Use Restrictions set forth in Article I of these Restrictions without notice to or approval by other lot owners of the Subdivision.

ARTICLE II

MISCELLANEOUS

1. Term and Amendment.

These Restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by the owners of seventy-five percent (75%) of the lots in the Subdivision, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind these Restrictions, in whole or in part. Subject to the provisions of Paragraph 20 of Article I, these Restrictions may be amended at any time by the owners of not less than seventy-five percent (75%) of the lots in the Subdivision. No amendment of the Restrictions pursuant to this Paragraph shall require Developer to relinquish any rights reserved to Developer under the Restrictions, or require a lot owner to remove any structure, wall or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such structure, wall or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such structure, wall or fence commenced within ninety (90) days of his taking title.

2. Enforcement.

If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns

shall violate or attempt to violate any of the Restrictions. It shall be the right of Developer or any other person or persons owning any lot in the Subdivision to pursue any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provisions of these Restrictions 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 similar breach occurring prior to subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

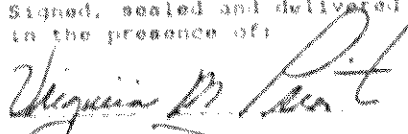



3. Homeowners Association.

All lots in the Subdivision are also subject to the terms and provisions of the Master Declaration. All lot owners automatically become members of the Homeowners Association, and are subject to the Articles of Incorporation, By-laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Homeowners Association, payment of which is secured by a lien on the owner's lot. Each lot owner, by the acceptance of a deed or otherwise acquiring title to a lot thereby does agree to abide by the provisions of the Master Declaration, and uphold its responsibilities and obligations as a member of the Homeowners Association, including the payment of such assessments, dues and charges as shall be levied thereby.

4. Severability.

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

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 2nd day of May, 1981.

Signed, sealed and delivered
in the presence of:
 By 
 Division President
Attest: 
Division Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS:

I hereby certify that on this day personally appeared before me
-6-

me, an officer duly authorized to administer oaths and take acknowledgements, I. A. Beauchamp, Jr., to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as a Division President of the above named U.S. HOME CORPORATION, and acknowledged to and before me that he executed such instrument as such Division President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of the corporation.

WITNESS my hand and official seal at Tampa, Florida
County of Hillsborough, State of Florida, this 2nd
day of May, 1983.

Virginia M. Hunt
Notary Public, State of Florida
at large

My commission expires: _____

Notary Public, State of Florida
My Commission Expires Sept. 25, 1984
Bonded by WFLD Insurance Company of America

EXHIBIT A

