

ADOPTED AMENDMENTS TO DEED RESTRICTIONS AND EASEMENTS FOR
CYPRESS TRACE

L 893

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

W I T N E S S E T H :

RECORD VERIFIED

Richard Ake

Clerk of Circuit Court
Hillsborough County, Fla.
By: Kenneth Bergman, D.C.

WHEREAS, United Merit Communities, a Florida general partnership (hereinafter referred to as "Declarant"), did record a certain document, entitled "Deed Restrictions and Easements for Cypress Trace" (hereinafter referred to as "Declaration"), in Official Records Book 4354 at Page 175 of Hillsborough County, Florida; and

WHEREAS, Pulte Homes Corporation (hereinafter referred to as "Pulte") has been developing lots within the community and has been operating as the assignee of the Declarant in the course of carrying out its rights to develop properties subject to the Declaration; and

WHEREAS, Carrollwood Village Phase III Homeowners Association, Inc. (hereinafter referred to as "Association") is a Florida corporation not-for-profit referred to in the Declaration as the entity responsible for enhancing and protecting the value, attractiveness and desirability of the Lots in the Development; and

WHEREAS, the Declaration provides that the Declarant or its successors have the right to amend the Declaration and

WHEREAS, the Declarant, Association and Pulte desire to amend the Declaration to clarify certain rights and obligations of the parties and to ensure the continued viability and enforceability of the restrictions contained therein, the Declarant, Association and Pulte hereby agree as follows:

1. The above recitations are true and correct.
2. The last sentence of Section 2(a) of the Declaration is hereby deleted and the following language is substituted therefor:

When one hundred percent (100%) of the Lots in the Project have homes completed thereon and are occupied, Carrollwood Village Phase III Homeowners Association, Inc. shall have the authority to appoint the membership of the Review Committee.

3. The last sentence of Section 11 of the Declaration is hereby deleted and the following language is substituted therefor:

In any action to enforce this Declaration, the prevailing party shall be entitled to

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recover all costs and expenses incurred, including reasonable attorney's fees for all trial and appellate proceedings, if any. In addition to other parties having standing to enforce this Declaration, Carrollwood Village Phase III Homeowners Association, Inc. shall also have the right to enforce the restrictions contained herein.

4. The last sentence of Section 29 of the Declaration is hereby deleted and the following language is substituted therefor:

Until the sale of the last Lot governed by this Declaration, the Declarant shall have the sole authority to amend and/or modify this Declaration. However, after the last sale, this Declaration may be amended by the approval, in writing, of the owners of not less than three fourths (3/4) of the persons owning Lots subject to this Declaration.

IN WITNESS WHEREOF, the parties have hereunto agreed to amend the Declaration as set forth above this 15th day of JULY, 1988.

Witnesses:

[Signature]
[Signature]

CARROLLWOOD VILLAGE PHASE III
HOMEOWNERS ASSOCIATION, INC.

(SEAL)

By: [Signature]
Linda Churchill, President

Attest: [Signature]
Susan Borgo, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS

BEFORE ME, the undersigned authority, personally appeared LINDA CHURCHILL, and SUSAN BORG, to me known to be the President and Secretary, respectively, of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 18 day of July, 1988.

[Signature]
Notary Public

My Commission Expires:

Witnesses:

Maryann J. Kaus
[Signature]

PULTE HOMES CORPORATION
(SEAL)

By: [Signature]
Attorney in Fact and Employee

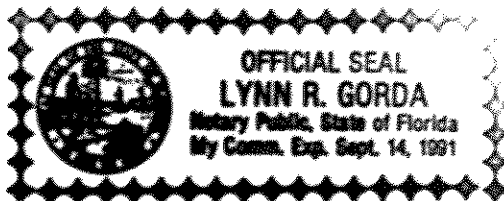
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS

BEFORE ME, the undersigned authority, personally appeared M.H. Furlow, to me known to be an Attorney in Fact and Employee of PULTE HOMES CORPORATION, and he severally acknowledged before me that he freely and voluntarily executed the same as such officers, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 11th day of August, 1988.

My Commission Expires:

Lynn R. Gorda
Notary Public



UNITED MERIT COMMUNITIES, A Florida General Partnership
By MEBATE GROUP INC. FSS CORPORATION
As General Partner

(SEAL)
By: [Signature]

President
Attest: Joanne R. Gianforte
Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

BEFORE ME, the undersigned authority, personally appeared David I. Good, and Joanne R. Gianforte, to me known to be the President and Secretary, respectively, of FSS CORPORATION a Florida corporation, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of July, 1988.

My Commission Expires:
Notary Public, State of Florida

My Commission Expires April 11, 1989

Laurie R. Thomas
Notary Public

OFF REC: 4354 PG 1

CYPRESS TRACE

DEED RESTRICTIONS AND EASEMENTS FOR CYPRESS TRACE

VILLAGE XI

CODES TIME 04 19

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RECORDED 030637

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SURFAX	/
OC. STAMP	/
REC. FILE	1122
TOTAL DUE	1.00
ACC. NUM.	5165
REC. CHG.	11

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 be 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 and 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 restrictions and easements.

RECORD VERIFIED
James F. Taylor, Jr.
 Clerk of Circuit Court
 Hillsborough County, Fla.
 James D. Bolas, U.C.

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. 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 high quality and standards 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.

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

This instrument was prepared by:

JAMES F. TAYLOR, JR. - 1 -
 CLERK CIRCUIT COURT
 RECORDING DEPT.
 HILLSBOROUGH CO.
 TAMPA, FL 33601

The Merit Group, Inc.
 4828 N. Armenia
 Tampa, Florida 33603

c. No residence or other building and no building and no fence, hedge, street mailbox, 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, including demolition or removal in whole or part, 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 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 constructions and of the materials 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 may specify and require.

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. Upon Review Committee approval, 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. 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 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. In the event the Review Committee fails, within thirty (30) days following notice of completion, to issue said Certificate of Completion, then this provision shall be considered satisfied.

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) 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 or 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 (20) feet to the front lot line. Each building shall have two (2) side yards, one of which side yard shall have a minimum of three (3) feet. The other shall have a minimum of seven (7) 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 (20) feet. No dwelling shall be located nearer than twenty (20) feet to the rear lot line. Except for Decorative Walls and hedges that shall not exceed a height of three (3) 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. Minor violations to this paragraph may be waived at the sole discretion of the Developer.

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 (2) stories in height, and a private garage or carport for not more than two (2) cars.

6. No structure of a temporary nature or character shall be used as a residence temporarily or permanently. 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.

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. No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers, hidden from view, except such lots that may be used for temporary storage by the builder during construction.

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.

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 not kept, bred or maintained for any commercial purpose. All animals permitted to be kept by this paragraph shall be kept on a leash or properly confined within the properties when not within an enclosed area of a lot and so long as they shall not constitute a nuisance.

10. No sign of any kind shall be displayed to the public view on any public right-of-way or any conservation area or within any lot in the Project, except that there may be one (1) sign (single or double face) of 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.

11. Enforcement of this Declaration of 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 and shall in no way be a defense against nor a waiver of any other so contained covenant, condition or restriction. Any person owning a Lot, including Declarant, shall have the right to seek enforcement of this Declaration as herein provided. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorney's fees, for all trial and appellate proceedings, if any.

12. Should any herein contained covenant, condition or restriction be rendered unenforceable or invalid by statute or other legal action, any and all other provisions of this Deed Restrictions and Easements shall remain in full force and effect and shall in no way be affected by such statute or action.

13. Declarant shall not in any way be held liable or responsible for any violation of this Declaration of 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.

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

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 one thousand (1000) square feet exclusive of open porches, garages or carports, except that it may be reduced to a minimum of six hundred (600) square feet for two-story dwellings, provided, however, the total floor area of two-story dwellings shall not be less than eleven hundred (1100) square feet, exclusive of open porches, garages or carports.

16. No owner of any lot or any conservation area 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.

17. 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.

18. The owner of any lot, including the improvements thereon, whether occupied or unoccupied, shall mow and maintain his lot or lots 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 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, 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.

19. Outside clotheslines are prohibited.

20. No commercial vehicles of any type shall be permitted to remain overnight on any lot or any public right-of-way or conservation area 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.

21. No truck, trailer, house trailer or mobile home and no unlicensed motor vehicle of any kind shall be permitted to remain overnight on any lot or lots or any public right-of-way or conservation area within the Development unless kept in a closed garage. 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. No motor vehicle shall be operated on or across nor parked on any public right-of-way, any conservation area or any lot except on or across pavement provided for the purpose and no vehicle shall block any portion of any public walkway, including without limitation any walkway as prescribed herein in Paragraph 23. No inoperative motor vehicle shall be permitted to remain and no motor vehicle repairs shall be permitted on any public right-of-way or any lot, excepting in an enclosed garage, for any one period in excess of seventy-two (72) hours.

22. Developer, or any other person 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, 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.

23. 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.

24. 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 with the approval of the Review Committee. 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. 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.

25. No docks, piers or structures of any kind shall be constructed by any owner on or within any lands beyond any lot line, including but not limited to any conservation area or drainage easement.

26. 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.

27. 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. It is the intention of this Declaration that Review Committee approval be required for any substantial surfacing of any lawn area with paving, stone, or other such non-plant ground cover.

easement. No lot owner shall deny access for, nor prevent the beginning or required maintenance and repair of the masonry () at the perimeter of the Project, whether or not that wall or any portion thereof is situated within the property lines of any lot, and no lot owner may deface, alter or remove any portion of that wall excepting as may be provided for by the Carrollwood Village Phase III Homeowners Association and/or the Master Declaration of Covenants, Conditions and Restrictions for Phase III of Carrollwood Village.

29. 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.

30. 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.

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 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 25th day of MAY 1984.

UNITED MERIT COMM...S, a Florida General Partner... composed of
THE MERIT GROUP, INC., a Florida Corporation, A General Partner, and
FSS CORPORATION, a Florida Corporation, a General Partner.

THE MERIT GROUP, INC.

OFF. REC. 4354 PG 1762

Michael R. Herron
Michael R. Herron, President

ACKNOWLEDGEMENT; State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority, Michael R. Herron, President of The Merit Group, Inc., 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 30 day of May 1984.

Lila M. Goodin
Notary Public, State of Florida at Large

My commission expires: Notary Public, State of Florida at Large
My Commission Expires MARCH 1, 1988

FSS CORPORATION

David I. Good, President

ACKNOWLEDGEMENT: State of Florida, County of Sarasota.

Personally appeared before me, the undersigned authority, David I. Good, President of FSS Corporation, 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 20th day of May 1984.

James R. Gierke
Notary Public, State of Florida at Large

My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22 1985
UNITED MERIT GROUP, INC. - LAWYERS

EXHIBIT "A"

OFF: 4354 PG 1763
REC:

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block 1, VILLAGE X, UNIT 1, of CARROLLWOOD VILLAGE, PHASE III, as recorded in Plat Book 52, Page 29, Public Records of Hillsborough County, Florida, run thence N. 00 deg. 05'44"W., 540.00 feet along the East right-of-way line of Burrington Drive to a point on the South right-of-way line of Ehrlich Road; thence along said South right-of-way line of Ehrlich Road, and being 100 feet South of and parallel with the North boundary of said Section 5, N. 89 deg. 54'16" E., 1551.91 feet; thence continuing along said South right-of-way line, and being 100 feet South of and parallel with the North boundary of said Section 5, N. 89 deg. 53'50"E., 115.92 feet; thence S. 14 deg. 54'14"W., 188.45 feet; thence S. 00 deg. 29'01" E., 195.24 feet; thence S. 07 deg. 22'00"W., 164.14 feet to a point on the North boundary of the aforesaid VILLAGE X, UNIT 1, of CARROLLWOOD VILLAGE, PHASE III; thence along said North boundary of VILLAGE X, UNIT 1, and along the North boundary of VILLAGE X, UNIT II, of CARROLLWOOD VILLAGE, PHASE III, as recorded in Plat Book 55, Page 5, Public Records of Hillsborough County, Florida, S. 89 deg. 54'16"W., 1599.06 feet to the Point of Beginning.

Containing 20.14 acres, more or less.



This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire
Address:
Robert L. Tankel, P.A.
1299 Main Street, Suite F
Dunedin, Florida 34698-5333

INSTR # 99197165
OR BK 09702 PG 0605
RECORDED 06/28/99 01:10 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

POLICY RESOLUTION

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III was recorded at Book 3684 at Page 294 of the Official Records of Hillsborough County, Florida; and

WHEREAS, Carrollwood Village Phase III Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") was formed for the purpose of operating and maintaining the property subject to the Declaration; and

WHEREAS, the Deed Restrictions and Easements for Carrollwood Village Phase III, Village XI was recorded at Book 4354 at Page 1754 of the Official Records of Hillsborough County, Florida ("Cypress Trace Declaration") and the property described therein is subject to administration by the Association; and

WHEREAS, the Board of Directors of the Association have determined to make policy with regard to the interpretation of the Master Declaration and the Cypress Trace Declaration.

NOW THEREFORE, it is resolved as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. The attached policy resolution represents the interpretations and definitions of the Board of Directors of the Association in order to clarify the provisions of paragraphs 20 and 21 of the Cypress Trace Declaration.

IN WITNESS WHEREOF, the Board of Directors has authorized its undersigned officers to execute these presents this 10th day of JUNE, 1999.

CARROLLWOOD VILLAGE PHASE III
HOMEOWNERS ASSOCIATION, INC.

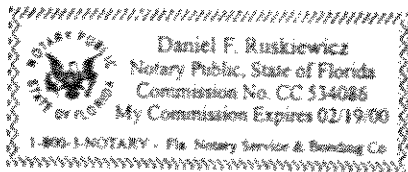
By: 
Gerald Jacobs, President

By: 
Lynn McGarvey, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Gerald Jacobs and Lynn McGarvey, to me known to be the President and Secretary, respectively, of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 10TH day of JUNE, 1999.



Daniel F. Ruskiewicz
Notary Public

DANIEL F. RUSKIEWICZ
Printed Name

My Commission Expires: 02/19/00

**Interpreting Provisions
of
Deed Restrictions and Easements for Cypress Trace
(Carrollwood Village, Phase III, Village XI)**

The following definitions have been adopted by the Carrollwood Village Phase III Homeowners Association Board of Directors to clarify paragraphs 20 and 21 of the Deed Restrictions and Easements for Cypress Trace. Paragraphs 20 and 21 are provided below for reference.

20. No commercial vehicles of any type shall be permitted to remain overnight on any lot or any public right-of-way or conservation area 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.
21. No truck, trailer, house trailer or mobile home and no unlicensed motor vehicle of any kind shall be permitted to remain overnight on any lot or lots or any public right-of-way or conservation area within the development unless kept in a closed garage. 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. No motor vehicle shall be operated on or across nor parked on any public right-of-way, any conservation area or any lot except on or across pavement provided for the purpose and no vehicle shall block any portion of any public walkway, including without limitation any walkway as prescribed herein in Paragraph 23. No inoperative motor vehicle shall be permitted to remain and no motor vehicle repairs shall be permitted on any public right-of-way or any lot, excepting in an enclosed garage, for any one period in excess of seventy-two (72) hours.

Definitions

a) A ***"passenger automobile"*** is defined as a vehicle that is primarily used as a passenger motor vehicle. Such vehicle has a body style consisting of two or four doors and may be a hatchback, convertible, station wagon, or mini-van that does not exceed eighteen (18) feet in length. Such vehicle also includes sport utility vehicles such as the Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, or similar vehicles, that are as designed by the manufacturer and specifically excludes any vehicle that has been modified by increasing the height, adding off-road tires, roll bars, or similar apparatus unrelated to the conventional passenger use of the vehicle.

b) A ***"truck"*** is defined as a vehicle with a net weight of 5,000 pounds or less. Such vehicle has a bed that may be open, enclosed, or covered and is used to carry equipment, supplies, and other things as well as passengers such as vehicles commonly known as *pick-up trucks*. Trucks contemplated by this

section shall **not** be permitted to remain overnight on any lot or lots unless in an enclosed garage.

c) A "**van**" is defined as a vehicle with less than or equal to one-half (1/2) ton rated weight carrying capacity; does not exceed eighteen (18) feet in length. Such vehicle is used solely as a passenger vehicle and is not used as a "commercial vehicle" as defined hereafter. Vans not contemplated by this section shall not be permitted to remain overnight on any lot or lots unless in an enclosed garage.

d) A "**commercial vehicle**" is defined as a vehicle of every kind whatsoever, that from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use.

e) A "**camper**" is defined as a vehicle, vehicle attachment, vehicle topper, trailer, or any other enclosure or device, that is manufactured, designed, marketed or used for camping, recreation or temporary housing of people or their personal property.

f) A "**mobile home**" is defined as a structure or device of any kind that is not self-propelled, but is transportable in whole or sections, and is manufactured, designed, or marketed to be used as a permanent dwelling.

g) A "**motor home or recreation vehicle**" is defined as a vehicle that is self-propelled, built on a motor vehicle chassis and is primarily manufactured, designed, or marketed to be used as temporary living quarters for camping, recreational or travel use.

h) A "**boat**" is defined as a craft designed, marketed or used for water flotation capable of carrying one or more persons or personal property.

i) A "**trailer**" is defined as a vehicle or device of any kind that is manufactured, designed, or marketed to be coupled to or drawn by a motor vehicle.

Notwithstanding the foregoing, service vehicles may be temporarily parked on a lot or on a public right-of-way during the time they are actually providing service at a property; however, in no event may they remain overnight except in the case of an emergency.