

Prepared By and Return To:
Robert L. Tankel, Esquire ✓
Becker & Poliakoff, P.A.
33 N. Garden Avenue, Suite 960
Clearwater Tower
Clearwater, FL 34615-4116

SEP 1 1994

REF: 7552PG 858
REC:

ASSIGNMENT OF DEVELOPER RIGHTS

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WITNESSETH

WHEREAS, a Declaration of Covenants, Restrictions and Assessments for Village XIX Carrollwood Village, Phase III, was recorded in Book 4116 at Page 88 of the Official Records of Hillsborough County, Florida, covering the property subject to that certain Plat recorded in Plat Book 54 at Pages 44 of the Official Records of Hillsborough County, Florida (hereinafter referred to as "Declaration"), was filed by The Benjamin Group, Inc., a Dissolved Florida corporation; (hereinafter referred to as "Developer"); and

WHEREAS, the Declaration provides that all owners of property subject to the Declaration are members of Carrollwood Village Homeowners Association, Inc., a Florida Corporation not for profit (hereinafter referred to as the "Association"); and

WHEREAS, Developer desires to assign certain of its rights under the Declaration to the Association in order to allow Association to properly enforce certain provisions of the Declaration; and

WHEREAS, Developer is a dissolved Florida corporation and desires to wind up its affairs by making this Assignment through one of its former Directors pursuant to provisions of Section 607.1405, Florida Statutes (1993).

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. *The above recitations are true and correct and are incorporated herein by reference.*
2. *Developer hereby assigns its rights to Association and Association, by execution hereof hereby agrees to accept the rights and duties of Developer under the following provisions of the Declaration:*
 - a. *Section 1.3 regarding powers of the Architectural Committee.*
 - b. *Section 3.6 regarding approval or disapproval of plans.*
 - c. *Section 3.13 regarding permission to erect signs.*
 - c. *Section 3.16 regarding approval of mail boxes.*
 - d. *Section 3.17 regarding approval of window air conditioners.*
 - e. *Section 3.20 regarding damage to structures and repairs thereof.*
 - f. *Section 3.21 regarding approval of fences and hedges.*
 - g. *Section 3.24 regarding enforcement of the covenants and restrictions.*
 - h. *Section 3.25 regarding approval of construction.*
 - i. *Section 3.27 regarding approval of fences and walls.*
 - j. *Section 3.29 concerning adoption of aesthetic standards.*

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- k. Section 3.31 regarding brick construction approval.
- l. Section 3.32 regarding construction of sidewalks.
- m. Section 3.38 regarding approval of swimming pool locations.
- n. Section 3.41 regarding post lantern approvals.
- o. Section 3.42 regarding waiver of hardships.
- p. Section 3.44 regarding design approval of Architectural Control.
- q. Section 3.45 regarding exculpation of the Developer and Architectural Committee.
- r. Section 4.3 regarding indemnification of Officers and Directors.

3. By execution hereof Association agrees to indemnify and hold harmless Fredric Britt who is executing this instrument solely on behalf of Developer as a remaining Director under Section 607.1405 Florida Statutes and not individually, from any and all costs, expenses, liability, including attorney fees and agrees to hold Fredric Britt harmless from any actions that may arise as the result of the execution of this instrument.

IN WITNESS WHEREOF, Fredric Britt, as the former Secretary, Treasurer and a former director of the Benjamin Group, Inc., a dissolved Florida corporation, does hereby assign the rights contained herein to Association this 7 day of September, 1994.

WITNESSES:

FREDRIC BRITT, as one of the former directors of THE BENJAMIN GROUP, INC., a dissolved Florida corporation, pursuant to Section 607.1405 Florida Statutes (1993) and not Individually

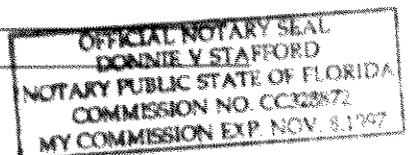
By: [Signature]

FREDRIC BRITT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 7th day of Sept, 1994, by **FREDRIC BRITT** who acknowledged and executed this document as one of the former directors of the corporation listed above, pursuant to Section 607.1405 Florida Statute. He is personally known to me or has produced PK as identification and did (did not) take an oath. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
NOTARY PUBLIC
Printed Name: DONNIE V STAFFORD
Expiration Date: _____
Commission Number: _____



CARROLLWOOD VILLAGE, PHASE III,
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
GERALD JACOBS, President

Attest: [Signature]
CHRIS HARTNETT, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9TH day of SEPTEMBER 1994, by **GERALD JACOBS**, and **CHRIS HARTNETT** of **CARROLLWOOD VILLAGE, PHASE III, HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ and _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

(SEAL)



[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
DANIEL F. RUSKIEWICZ
Printed Name of Notary Public

My Commission Expires: FEB 16, 1996

DIAMOND HEAD UNIT II

DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III

P R E A M B L E

OFF REC: 4116 PG 88

WHEREAS, this Declaration of Covenants, Restrictions and Assessments (Declaration) is designed to protect and maintain the integrity of the Developer's grand design and the security of the homeowners' investment, and

WHEREAS, THE BENJAMIN GROUP, INC. as the Developer and Owner of the lands described herein has deemed it desirable for the preservation, protection and enhancement of the values and amenities in VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III, and to insure the residents' enjoyment of specific rights, privileges and easements in the community properties and facilities that this Declaration be executed and recorded in the public records;

NOW THEREFORE, the Developer declares that the real property described in Article II is and shall be conveyed and occupied subject to this Declaration as covenant running with the land.

Record Verified: James F. Taylor, Jr. Clerk of Circuit Court

CODES TIME 04 35P 11346132 104 0116 23MAR REC'D 02 751 2

By [Signature] Deputy Clerk

I.

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration shall have the following meanings.

1. Village XIX, Carrollwood Village, Phase III, Subdivision or Subdivision shall mean and refer to all existing properties and additions thereto which are subject to this Declaration and any supplemental declaration under the provisions of Article II hereof.

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

Table with columns: INT TAX, SURTAX, DOC STP, REC FEE, ACC NUM, TOT DUE, REC CLK. Includes handwritten values like 13.00.

Return to: WILLIAM RAMBAUM, ESQUIRE 1000 N. ASHLEY DRIVE, SUITE 500 TAMPA, FLORIDA 33602

THIS INSTRUMENT WAS FILED BY [Name] 500 Barnett Bank Bldg. Tampa, Florida

2. Association or Homeowner's Association shall mean Carrollwood Village Homeowner's Association, Inc.

3. Architectural Committee shall mean and refer to a standing committee of THE BENJAMIN GROUP, INC. OFF. REC. 4116 PG 89

4. Area of Common Responsibility shall mean and refer to the common area together with those areas and improvements if any, upon a lot, the maintenance, repair or replacement of which is the responsibility of the Association.

5. Common Area shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners including the Green Belt Wall, lake and lake bank.

6. Developer shall mean THE BENJAMIN GROUP, INC., its successors and assigns.

7. Lot shall mean and include each parcel of land duly recorded and identified by plat of the Subdivision intended or designed for the construction of private dwelling units.

8. Member shall mean and refer to members of the Carrollwood Village Homeowner's Association.

9. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or beneficial use of any private lot situated within Village XIX, Carrollwood Village, Phase III, Subdivision, but shall not include mortgagees unless the mortgagor has acquired title by foreclosure or deed in lieu of foreclosure.

II.

PROPERTY OWNERS' RIGHTS

2.1 Each owner shall have all rights and title of a fee simple owner of real property with respect to any lot

owned and may exercise full proprietary interest herein subject only to the covenants contained in this Declaration and any other conditions voluntarily contracted.

OFF. REC. 4116 PG

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2.2 Common Area Rights. All common area rights shall be governed and controlled by the provisions of the Carrollwood Village Homeowner's Association.

2.3 Guests and Invitees. Each owner, subject to the restrictions of the Association By-Laws, may delegate the owner's right to use and enjoy the common area facilities to family members, tenants, social and business invitees.

2.4 Existing Property. The real property which is and shall be held, conveyed and occupied subject to this Declaration, is located in Hillsborough County, Florida and is more particularly described as follows:

Blocks 1, 2, 3 and 4, VILLAGE XIX,
CARROLLWOOD VILLAGE, PHASE III, as
shown in Plat Book 54, Page 44-1,
Public Records of Hillsborough
County, Florida.

III.

RESTRICTIONS UPON INDIVIDUAL USE

FOR THE COMMON GOOD

3.1 Single Family Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the lots within the Subdivision other than single family dwellings and customary appurtenances designed for occupation by not more than one family and its domestic servants.

3.2 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance,

nor in violation of any public law, ordinance or regulation in any way applicable thereto.

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3.3 Commercial Use. None of the lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use.

3.4 Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be well and properly maintained in good condition and repair by the owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

3.5 Parcelizing. No lot shall be expanded or divided to accommodate more than one building site per full lot.

3.6 Design. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of THE BENJAMIN GROUP, INC. Upon written request by lot owners for approval of plans, THE BENJAMIN GROUP, INC. will have thirty (30) days to approve or disapprove plans. Failure of THE BENJAMIN GROUP, INC. to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved the design of the proposed building is in harmony with the existing structures in the section and the owner maintains proof that the plans were delivered to THE BENJAMIN GROUP, INC. After March 1, 1983, THE BENJMAIN GROUP, INC. may

charge a reasonable fee not to exceed \$50.00 to review plans. The fee shall be established by THE BENJAMIN GROUP, INC.

3.7 Time for Construction. If the purchaser of a lot, his or her heirs, successors or assigns do not erect a dwelling upon the lot purchased within three years from the date of original purchase from THE BENJAMIN GROUP, INC., THE BENJAMIN GROUP, INC. shall have the right to repurchasing the property at the price paid by the owner plus interest at the rate of six (6%) percent per annum.

3.8 Roofs. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys or vent stacks. No outside television or radio pole or antenna or other electronic device of any kind whatsoever (including Satellite receptacle) shall be constructed, erected or maintained on any building nor on any property within the Subdivision or connected in such manner as to be visible from the outside of any building unless and until it has been approved by THE BENJAMIN GROUP, INC. in writing.

3.9 Temporary Buildings and Building Materials.

a. No shed, tent or temporary building shall be erected, maintained or used on any property within the Subdivision; provided, however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by THE BENJAMIN GROUP, INC. and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work and issuance of a certificate of occupancy.

b. No lumber, brick, stone, cinder block,

concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot, except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

3.10 Garages.

a. Each house shall have an enclosed side entry two (2) car garage. Garages may be in the front or side yard and if so are subject to the same set-back requirements as the house proper. All garages must have a suitable working device which will enable the automobile operator to open and close the garage doors conveniently without leaving the automobile.

b. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles, hobbies and storing an owner's household goods. Except for corner lots, no garage door shall face the street shown on the plat.

3.11 Vehicles. No mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired, on any property within the Subdivision in such a manner as to be visible from any neighboring property.

3.12 Animals. No animals, fowl, reptiles or poultry shall be kept within the Subdivision, except not more than two domestic dogs, cats, or birds may be kept as household pets provided that they are not kept, bred or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash within the Subdivision when not within an enclosed area of a

lot.

3.13 Signs. No signs are permitted in the Subdivision except upon the express written permission of THE BENJAMIN GROUP, INC.

3.14 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All rubbish or garbage areas, and sanitary containers, and storage piles on any property within the Subdivision shall be enclosed or fenced in such a manner that the areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

3.15 Clotheslines. Clotheslines are not permitted.

3.16 Mail. Street mailboxes shall be approved by THE BENJAMIN GROUP, INC. and be of a type consistent with the character of the Subdivision and shall be placed and maintained to compliment the houses in the neighborhood.

3.17 Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of THE BENJAMIN GROUP, INC.

3.18 Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitably screened so as not to be visible from the street or any adjacent or nearby lots.

3.19 Electrical Installations. All service

lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Tampa Electric Company for such installations.

3.20 Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise on any lot shall be completed without unreasonable delay. Should the owner leave a dwelling or structure in an incomplete condition for a period of more than six months, THE BENJAMIN GROUP, INC. after reasonable notice to the owner by registered mail, giving an opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed proper in the discretion of THE BENJAMIN GROUP, INC. In either event the expense so incurred shall be a lien against the lot enforceable in the same manner as other liens.

3.21 Fences, Hedges and Landscaping. All landscaping plans including fences and hedges must receive prior written approval from THE BENJAMIN GROUP, INC. before implementation.

3.22 Use and Protection of Lakes. No person may use a boat over 12 feet in length on any lake or waterway. No mechanical power for boats is permitted.

3.23 Boundry Wall. When developer constructs a wall or fence ("Boundry Wall") along the right of way of Sussex Way and abutting or located on the property lines of Lots 1, 2 and 3, Block 1 on West Village Drive; Lots 1 and 6, Block 1 of Sussex Way; Lots 1 and 7, Block 2, Lots 1 and 6, Block 3, and Lots 1 and 16, Block 4 on Sussex Way, the Carrollwood Village Homeowner's 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 on the lot, and partially on the right of way. 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 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.

3.24 These restrictions may be enforced by THE BENJAMIN GROUP, INC. and by any person or corporation otherwise entitled by law to enforce same.

3.25 The ground floor living area of the main dwelling shall be not less than Twenty Five Hundred (2,500) square feet for a one story dwelling and Thirteen Hundred (1,300) square feet for a two story dwelling with a total of not less than Twenty Five Hundred (2,500) square feet for both floors combined, exclusive of garages, covered walks and open porches unless otherwise submitted and accepted by approval by THE BENJAMIN GROUP, INC. if lot, home value and improvements shall be sufficient to allow different square footage requirements. The height of any building shall be

not more than two full stories above the required minimum elevation. The main roof of the dwelling shall have a pitch of not less than 5 to 12 feet, unless a substitute therefor is submitted in writing and approved by THE BENJAMIN GROUP, INC. A house proper may not be closer than twenty-five (25) feet to a rear plot line nor closer than thirty (30) feet to a front plot line.

3.26 All houses constructed in said Subdivision shall comply with all governmental regulations and statutes concerning set back requirements for the front, side and rear of the residence.

3.27 No fence or wall of any type shall be erected on any lot or building plot unless such fence or wall is approved by THE BENJAMIN GROUP, INC. or its assigns, in writing prior to the commencement of construction. THE BENJAMIN GROUP, INC. or its assigns, reserves the right, in its sole discretion, to approve or disapprove any such proposed fence or wall.

3.28 No such approval specified in Paragraph 3.27 hereabove shall be given for the construction of any fence wall of any kind having a height of more than six (6) feet in any side or rear yard, or more than four (4) feet within thirty (30) feet of the water on any waterfront lot.

3.29 Fence walls shall have appropriate pilasters and caps. Fence walls parallel and close to streets may be required to meet aesthetic standards as established by THE BENJAMIN GROUP, INC. which standards are not necessarily required of fence walls more distant from streets. Properly designed wrought iron fences may be approved. Steel fences of a chain link type will not be approved. Wood fences will be approved only if of high quality construction and design.

3.30 If any governmental authority prohibits a

fence wall as high as the height stipulated in these restrictions, the fence wall so stipulated shall be the maximum height allowed by such governmental authority.

3.31 If brick construction is contemplated, brick not less than three (3) inches thick over a frame stud wall will be considered a masonry wall. Wood trim is permitted where normally used. At least fifty percent (50%) of the area of the first story finished floor of the house shall be not less than sixteen (16) inches above the footing. Driveways may be of either brick, concrete or bomenite. Written approval of THE BENJAMIN GROUP, INC. is required prior to commencement of construction. Gravel type roofs may not be used except on flat roof surfaces.

3.32 At the time of the completion of each house, the owner, at his expense, shall construct a sidewalk at the right of way in front of his lot to the specifications of the Hillsborough County Engineering Department. In the event the owner fails, for any reason, to construct said sidewalk at the time the house is completed, THE BENJAMIN GROUP, INC. is authorized and empowered, in its discretion, to install said sidewalk and in that event the expense so incurred by THE BENJAMIN GROUP, INC. shall become a lien against such plot, enforceable in the same manner as a mortgage lien under the laws of the State of Florida. The owner shall also be responsible for the payment of all utility fees, including water and sewer hook ups.

3.33 All air conditioner compressors shall be screened with shubbery so as to be wholly or substantially not visible from a street or any other plot.

3.34 Each plot shall have at least three (3) trees in the front yard, each with at least five (5) inch trunk diameter.

3.35 Each plot shall be attractively landscaped with not less than sixty (60) plants, which shall be at least equal to Florida Number One Grade as specified by the Grades and Standards Law of the Florida Department of Agriculture, and each of which shall not be less than two (2) feet in height. Hedges, shrubbery, or trees within thirty (30) feet of a waterfront boundary must not be of such height or density as to unreasonably obstruct the view of the water from adjacent plots. Each plot shall have at least three (3) trees in the front yard, each with at least five (5) inch trunk diameter.

3.36 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 Carrollwood Village 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.

3.37 Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Village XIX, Carrollwood Village, Phase III Subdivision said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

3.38 Swimming Pools. Swimming pools shall not be nearer than ten feet from any lot line and must be located to the rear of the main building unless a different location is authorized in writing by THE BENJAMIN GROUP, INC.

3.39 Sprinkling Systems. All lots must have 100% underground sprinkling coverage in operable condition.

3.40 Excavation. No elevation changes shall be permitted which materially affect the surface grade of surrounding lots.

3.41 Post Lanterns. Every lot must have an approved front post lantern located in the front of the lot. The location of such front post lantern shall be designated on the plans and specifications required to be submitted to THE BENJAMIN GROUP, INC.

3.42 Hardship Waiver. THE BENJAMIN GROUP, INC. is authorized to grant hardship waivers to lot owners in the event the strict application of these restrictions presents a bona fide hardship.

3.43 Right to Maintain Lots. There is hereby reserved a right and easement, upon, over, through and across the subdivision at any reasonable hour for the purpose of maintaining or landscaping the lots. Such maintenance and landscaping may include regular removal of underbrush, trees less than two inches in diameter, trash or debris; the planting of grass, trees and shrubbery, watering, application of fertilizer, and mowing. The foregoing right and easement shall apply to the entire lot until a residence is constructed on the lot.

3.44 Design Approval by Developer. THE BENJAMIN GROUP, INC. reserves the right to maintain exclusive architectural control for the Subdivision.

The purpose of architectural control is to

assure that the residences and other improvements in the Subdivision as a whole will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all lots is vested in THE BENJAMIN GROUP, INC. The power to regulate vested in the Developer shall include the power to prohibit those buildings or improvements found to be a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or b) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique, and desirable qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any lot until the owner of the lot shall submit in duplicate complete Plans and Specifications for such building, structure and/or improvement and a detailed Site Plan showing its proposed location, and the Plan and Specifications and detailed Site Plan have been approved in writing. The approval of said Plans and Specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the heights, kind and appearance of fences, walls, any excavation or fill, change

in drainage or terrain, planting, utility installation, and any other physical change or improvement to any lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of Plans and Specifications and a detailed site Plan as finally approved may be retained by THE BENJAMIN GROUP, INC. for their permanent records.

It is the intention of this provision to vest in Developer the power to regulate the appearance of buildings, and improvements to be located upon each lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with approved Plans and Specifications and detailed site Plan, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

All of the foregoing approvals shall not be unreasonably withheld so long as such original Plans, Specifications and detailed Site Plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The Developer's approval, disapproval or conditional approval shall be endorsed upon the Plans and Specifications submitted by the owner, and shall be further

evidenced by a written instrument executed and acknowledged by the approver. Such written instrument shall be returned to the Applicant accompanied by one set of the submitted documents within thirty (30) days after submission.

3.45 Exculpation of THE BENJAMIN GROUP, INC. Developer and Architectural Committee cannot and shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the Developer or Architectural Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

III.

GENERAL PROVISIONS

4.1 This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty years (30) from the date it is recorded after which time it shall be extended automatically for successive periods of ten years, unless (after the first period of thirty years) an instrument signed by two-thirds of the owners of the lots agree to change the covenants in whole or in part as recorded.

4.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors of THE BENJAMIN GROUP, INC.

4.3 Indemnification. All property owners shall indemnify every officer and director of THE BENJAMIN GROUP, INC. against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any such officer or director in connection with any action, suit or other proceeding (including settlement of any suit or pro-

ceeding if approved by the Board of Directors of THE BENJAMIN GROUP, INC.) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of THE BENJAMIN GROUP, INC. and the property owners shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

IN WITNESS WHEREON, THE BENJAMIN GROUP, INC. HAS CAUSED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO BE EXECUTED BY ITS PRESIDENT AND ITS CORPORATE SEAL AFFIXED THIS 23^d DAY OF May, 1983.

THE BENJAMIN GROUP, INC.

BY 
MICHAEL D. OWENS, PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23^d day of May, 1983, the undersigned authority, personally appeared MICHAEL D. OWENS, to me known as the person described herein and who executed the foregoing instrument as President of THE

21.00

INT TAX	BLIND TAX	DOC STP	REC FEE	ACQ NUM	TOT JNS	REC CHG
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JAMES F. TAYLOR, JR.
 CLERK & COUNTY CLERK
 HILLSBOROUGH COUNTY
 TAMP A, FL 33604

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 CK 21.00

PL 4116 to 106

AGREEMENT TO BE BOUND BY THE
 DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS
 FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III

THIS AGREEMENT is made and effective this 25 day
 of May, 1983 by and between THE BENJAMIN GROUP,
 INC., a Florida corporation with its principal place of busi-
 ness at 12420 North Dale Mabry Highway, Tampa, Florida 33618,
 ISLANDER HOMES OF FLORIDA, INC., a Florida corporation with
 its principal place of business at 12420 North Dale Mabry
 Highway, Tampa, Florida 33618, and BENJAMIN R. NEGROE
 PAWLING, of 13613 Diamond Head Drive, Tampa, Florida 33624.

WHEREAS, ISLANDER HOMES OF FLORIDA, INC. is the
 owner of the following described real property:

Lot 3, Block 1 of VILLAGE XIX of CARROLLWOOD
 VILLAGE, PHASE III, according to plat recorded
 in Plat Book 54, page 44-1, Public Records of
 Hillsborough County, Florida;

and

WHEREAS, BENJAMIN R. NEGROE PAWLING is the owner of
 the following described real property:

Lot 4, Block 3, of VILLAGE XIX of CARROLLWOOD
 VILLAGE, PHASE III, according to plat recorded
 in Plat Book 54, page 44-1, Public Records of
 Hillsborough County, Florida.

and

Lot 6, Block 2, of VILLAGE XIX of CARROLLWOOD
 VILLAGE, PHASE III, according to plat recorded
 in Plat Book 54, page 44-1, Public Records of
 Hillsborough County, Florida.

and

WHEREAS, the properties described above, which are
 owned by ISLANDER HOMES OF FLORIDA, INC. and BENJAMIN R.
 NEGROE PAWLING, are located within the subdivision described

as:

VILLAGE XIX of CARROLLWOOD VILLAGE, PHASE III,
 according to Plat Book 54, page 44-1, Public
 Records of Hillsborough County, Florida.

and

WHEREAS, THE BENJAMIN GROUP, INC. is the owner of the remaining lots within the subdivision described in the preceding paragraph; and

WHEREAS, THE BENJAMIN GROUP, INC., as DEVELOPER of said subdivision, has determined that it would be in the best interest of all future owners of the lots within said subdivision if all of said lots were subject to the terms and provisions of a Declaration of Covenants, Restrictions and Assessments; and

WHEREAS, THE BENJAMIN GROUP, INC. has prepared a "DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III;" and

WHEREAS, ISLANDER HOMES OF FLORIDA, INC. and BENJAMIN R. NEGROE PAWLING, believe that the value of their properties would be increased by being subject to the terms and provisions of the DECLARATIONS OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III [hereinafter referred to as the "DECLARATION"]; and

WHEREAS, THE BENJAMIN GROUP, INC. desires that the real estate owned by ISLANDER HOMES OF FLORIDA, INC. and BENJAMIN R. NEGROE PAWLING be subject to the DECLARATION in order to maintain the integrity of the DEVELOPER's grand design and the security of their investments in their lots;

NOW, THEREFORE, in consideration of the payment by THE BENJAMIN GROUP, INC. to ISLANDER HOMES OF FLORIDA, INC. and BENJAMIN R. NEGROE PAWLING of the sum of Ten Dollars (\$10.00) each, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. ISLANDER HOMES OF FLORIDA, INC., covenants and agrees that the real property owned by it, which is described above, shall henceforth be subject to all of the terms and

provisions of the DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III which DECLARATION is being recorded simultaneously with the recording of this AGREEMENT; and, the real property owned by ISLANDER HOMES OF FLORIDA, INC. shall henceforth be considered as though it had been included in the real property described in the DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III, and the real property owned by ISLANDER HOMES OF FLORIDA, INC. shall hereinafter be conveyed and occupied subject to the aforesaid DECLARATION as a covenant running with the land.

2. BENJAMIN R. NEGROE PAWLING covenants and agrees that the real property owned by him, which is described above, shall henceforth be subject to all of the terms and provisions of the DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III which DECLARATION is being recorded simultaneously with the recording of this AGREEMENT; and, the real property owned by BENJAMIN R. NEGROE PAWLING shall henceforth be considered as though it had been included in the real property described in the DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR VILLAGE XIX, CARROLLWOOD VILLAGE, PHASE III, and the real property owned by BENJAMIN R. NEGROE PAWLING shall hereinafter be conveyed and occupied subject to all of the terms and provisions of the aforesaid DECLARATION as a covenant running with the land.

IN WITNESS WHEREOF this AGREEMENT was entered into the date and year first above written.

Signed, Sealed and Delivered in the Presence of:

KO Farber
[Signature]

THE BENJAMIN GROUP, INC.

BY: *[Signature]*
 MICHAEL G. OWENS, PRESIDENT

ISLANDER HOMES OF FLORIDA, INC.

RC Forantz
William Paulson

BY: [Signature]
MICHAEL D. OWENS,
PRESIDENT

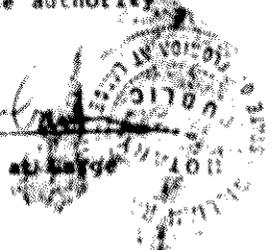
RC Forantz
William Paulson

[Signature]
BENJAMIN S. BECKER FAWLING

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23d day of May, 1983, before the undersigned authority personally appeared MICHAEL D. OWENS, to me known to be the person described therein and who executed the foregoing instrument as President of THE BENJAMIN GROUP, INC., a Florida corporation, and who duly acknowledged the execution of the instrument as such officer for and on behalf of the corporation for the uses and purposes therein expressed pursuant to the authority lawfully conferred upon him by the corporation.

William Paulson
NOTARY PUBLIC
State of Florida



My Commission Expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23d day of May, 1983, before the undersigned authority personally appeared MICHAEL D. OWENS, to me known to be the person described therein and who executed the foregoing instrument as President of ISLANDER HOMES OF FLORIDA, INC., a Florida corporation, and who duly acknowledged the execution of the instrument as such officer for and on behalf of the

corporation for the uses and purposes therein expressed pursuant to the authority lawfully conferred upon him by the corporation.

William Pauling
NOTARY PUBLIC
State of Florida at Large



My Commission Expires: Notary Public, State of Florida, at Large
My Commission Expires Sept. 27, 1984

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 23^d day of May, 1983, before the undersigned authority personally appeared BENJAMIN R. NEGROE PAWLING, to me known to be the person described therein and who executed the foregoing instrument for the uses and purposes therein expressed.

William Pauling
NOTARY PUBLIC
State of Florida at Large



My Commission Expires: