

MASTER DECLARATION OF RESTRICTIONS
FOR CARROLLWOOD SUBDIVISIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned individuals who will join in separate joinder ("Declarants") are owners of lots in residential subdivision community known as "Carrollwood" situate, lying and being in Hillsborough County, Florida. The subdivisions of which Carrollwood is composed are listed on Exhibit "A" attached hereto and incorporated herein and adjacent to each subdivision name is identified the plat book and page wherein the respective subdivision plat is recorded in the Public Records of Hillsborough County, Florida ("Carrollwood Subdivisions"); and -

WHEREAS, the said Declarants and their predecessors in title have for nearly two decades held their respective lots - in the Carrollwood Subdivisions subject to deed restrictions which are implemented, enforced and interpreted by the Carrollwood Civil Association, Inc. ("Association") since control was turned over from Sunstate Builders, Inc. The official record book and page of the Public Records of Hillsborough County where such deed restrictions are recorded has been identified adjacent to the name of each respective subdivision also on Exhibit "B" hereto; and

WHEREAS, the Declarants by the instrument (the "Declaration") wish to impose certain restrictions upon the use of said property, said restrictions to be covenants running with the land and binding upon the future owners of said land;

NOW THEREFORE, the Declarants do hereby impose upon the lots owned by such Declarants the following restrictions ("Restrictions"), said Restrictions being covenants running with the land for the benefit of themselves, and their successors and assigns:

1. Each lot of the Carrollwood Subdivisions subject to these restrictions (each separately hereinafter called a "Lot") and every , piece, part and parcel thereof shall be used for single family residence purposes only. In the event a platted Lot is expanded or reduced in size without replatting, then the resultant parcel shall be deemed a Lot hereunder. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally, or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

2. Only one private dwelling shall be erected, constructed, placed upon or maintained on anyone Lot as some are now platted according to said recorded plats of said subdivisions, except that more than one Lot may be used for one private dwelling. This paragraph shall not be applicable to Lots with improvements

completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

3. No building shall be located on any Lot nearer than 25 feet to the front line (with the exception of Lots facing Lake Carroll Way where the setback minimum shall be 30 feet) or nearer where additions shall not block the view of adjacent lot owners nor nearer than eight (8) feet to any side Lot line. If, as provided for hereinafter, a detached garage, carport or other outbuilding be approved with written consent from the Association, it may be erected no nearer than 5 feet to any side lot line and no nearer than 25 feet to the front or rear lot lines. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements

4. No building shall be erected, altered, placed or permitted to remain on any other lot other than one detached single family dwelling not to exceed two stories in height, which is more particularly set forth herein, and a private garage or carport for not more than 3 cars, and other outbuildings approved by the Association in writing. No building shall be erected on any Lot where said Lot contains less than 6,500 square feet and where said Lot has a width of less than 60 feet at the front building line. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

5. No building (including, but not limited to treehouses and children's playhouses) other than a garage may be erected on any Lot without the written consent of the Association. No outbuilding or structure of a temporary nature or character shall be used as a residence. If a garage or outbuilding is built, either simultaneously with or subsequent to the erection of the dwelling house, the same shall be constructed of the same kind of materials as is the dwelling, and shall be substantial and shall conform architecturally with the dwelling house. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

6. All buildings, additions, alterations, and renovations placed on any Lot shall be constructed thereon according to plans and specifications approved by the Association's Board of Directors. All buildings on any Lot shall be of masonry construction with semi-fireproof roofs, unless said Association shall approve some

other type of construction in writing. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

7. With regard to any vacant Lot, or Lot which shall become vacant, the owner thereof (hereinafter referred to as a "Lot Owner") will mow and maintain at his or her own expense said Lot at all times except during the period of construction so as not to detract from the value of surrounding area.

8. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Lot Owners. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, lawns, trees, shrubs, walks, outbuildings, pools, and other exterior improvements.

9. Every Lot Owner shall install, repair and maintain at the Lot Owners expense, electrical services installations connecting the improvements constructed upon the Lot to the utility company I s connection point, located at or near the property lines of the Lots or near alternate Lot corners. Such service installations shall be underground and effected in compliance with all applicable standards and specifications including, in particular, the National Electrical Code; provided however, that this provision shall not be construed as requiring modification of overhead installations in place as of the date of this instrument, nor as requiring modification of any installation which conformed with applicable building code specifications existing at the time the installation was done.

10. No commercial type vehicle, house trailer, mobile home, camper, trailer, (excluding any boat trailer which is supporting a boat) or other recreational type vehicle shall be kept on any Lot or on any public right-of-way in the Carrollwood Subdivisions without the approval of the Association unless parked in a standard sized garage or carport. No vehicle may be rebuilt or repaired except inside a garage or carport.

11. Temporary buildings and other structures shall be permitted only during the construction period of houses but in no event such temporary buildings or other structures remain for more than one (1) year. No garage, outbuilding or other appurtenant structure shall be used or modified for residential purposes, either temporarily or permanently.

12. No house or other structure on any Lot shall be used in the carrying on of any noxious trade including manufacturing, or for any business purpose that creates traffic, noise or the discharge of other kinds of pollution, or, without the consent of the Association, for any commercial activity requiring the regular

loyment of more than one (1) person. Each Lot Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part of storage of rubbish of any character whatsoever, nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similarly unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup within two (2) weeks by garbage and trash removal service units.

13. No prefabricated building or structure shall be moved onto any Lot or parcel in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any property hereinabove described shall be construed to be thereon.

14. No animals including, but not limited to livestock, birds, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats' and other household pets may be kept, provided that such dogs, cats or household pets are not kept, bred or maintained for any commercial purpose.

15. No sign of any kind shall be displayed in public view on any Lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or such signs as are customarily used by builders to advertise the property during the construction period, may be placed on such Lots.

16. All of the rights of the Association in connection with the enforcement of any of these restrictions, together with its right of approval of any and all plans and specifications, shall extend to its successors and assigns, and in the event that said Association should be dissolved according to law without transferring its rights to a successor, the Lot Owners may elect or appoint a committee, composed of not less than three persons, said committee to be elected by majority vote of said Lot Owners, which said committee shall succeed to all of the rights of said Association as set out in this Declaration of Restrictions.

17. No docks, boathouses, walls, fences, T.V. satellite dish antenna, ham-radio antenna towers, treehouses, children's playhouses, pools, gazebos, and other outbuildings or additions to any of the buildings shall be erected by a Lot Owner without the written consent of the Association, and such docks, boathouses, walls, fences, other outbuildings or additions to the dwellings shall be erected according to the plans and specifications approved by the Association.

18. All construction not performed by the Lot owner shall be performed by contractors duly licensed for such work.

19. The ground floor area of the main structure of any dwelling on property subject to this Declaration shall not be less than 1,400 square feet, exclusive of open porches, garages, or carports. Every dwelling shall have a carport or garage which is functional and allows for the storage of vehicles, boat or trailers otherwise permitted by this Declaration. This paragraph shall not be applicable to Lots with improvements completed as of the date of this instrument unless and until such improvements are intentionally or catastrophically razed whereupon the provisions of this paragraph shall apply with full force and effect to any new or reconstructed improvements.

20. All Lot Owners of lake front Lots shall be responsible for the maintenance of that part of the lake shore on their Lot and for keeping the lake shore free from weed, debris, or any other objectionable items, and for preventing the erosion of said Lots on account of lake waters, to the extent permitted by any and all governmental laws, regulations and restrictions as they may hereafter be implemented or modified.

21. No wells for the supply of water will be located, constructed or used within the area of a Lot other than those for the sole purpose of lawn watering or irrigation without the written consent of the Association and the owners or officers of the utility supplying the water to Carrollwood. The well or wells located, constructed or used, or to be located, constructed or used by said utility for the supply of potable water or uses incidental thereto are expressly exempt from this restriction.

22. The invalidation of any of these Restrictions by judgment or court order shall not affect any of the other Restrictions herein imposed.

23. Any Lot Owner whose lot is in violation of any of these restrictions shall be subject to a daily fine of \$25 for each day the Lot is found to be in violation by the Board of Directors. Before imposing any fine, the Board of Directors must upon two-thirds (2/3) vote of its members, furnish the Lot Owner with written notice sent by certified mail setting forth: (i) the nature of the dereliction; (ii) the steps needed to satisfactorily remedy same; (iii) the time period within which compliance must be completed, if a hearing is not timely requested; (iv) the Lot Owner's right to contest the notice at a hearing, and the time within which such hearing must be requested (all as more particularly described below); and (v) the Association's right, upon the failure of the Lot Owner to either timely request a hearing to force compliance with these restrictions or to undertake the remedial steps necessary to bring the lot into compliance at the sole cost and expense of the Lot Owner. Upon receipt of said notice the Lot Owner shall have (15) fifteen days within which to make a written request for a hearing before the

Board of Directors to contest the imposition of a fine or taking of remedial steps as set forth in the notice. The Board shall inform the Lot Owner in writing of the scheduled date and time of such hearing. After holding the hearing, the Board of Directors shall determine the number of days the Lot was not in compliance with these restrictions and may impose a \$25 fine for each day of noncompliance. The Board shall also have the right to hire and pay any person to enter upon the Lot and perform whatever maintenance, removal, or other actions necessary to bring the Lot into compliance and charge such expense to the Lot Owner. Any action to enforce these restrictions or impose such fines shall require approval of two-thirds (2/3) of the members of the Board, provided that, in the event a two-thirds (2/3) majority cannot be mustered, the matter shall be tabled for reconsideration at the next regularly scheduled Board meeting. The Board shall then send the Lot Owner by certified mail a second written notice of its decision to impose a fine or take remedial steps to correct the noncompliance. Subject to the right provided hereinafter with respect to arbitration, in the event the Lot Owner fails to timely comply with the second notice, the Association shall have the right, through its agents and employees, to enter upon the Lot and any building and other improvements erected thereon and perform the necessary work to bring the Lot in compliance with these restrictions. Upon two-thirds (2/3) vote the Board may then assess the Lot Owner a fine not to exceed the cost incurred by the Association for bringing the Lot into compliance plus \$25 for each day the Lot was in violation of these restrictions.

24. The Lot Owner shall be personally liable to the Association for any fines imposed by the Board, and such fines until paid shall be a permanent charge and lien upon such Lot after the filing by the Association of a Claim of Lien in the public records. By consent to these restrictions or by acquiring property subject to these restrictions, each and every Lot Owner agrees to pay such cost promptly upon demand by the Association, their agents, assigns, or representatives. Entry to perform maintenance, removal or other actions shall be on any day except Sunday and only as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

25. Any controversy or dispute arising out of or relating to this Declaration including, in particular, those in which a Lot Owner faces a fine imposed by the Board pursuant to paragraph 23, shall be finally determined by arbitration in accordance with the then applicable Rules of the American Arbitration Association; provided that (i) the Lot Owner shall first have exhausted his or her rights by timely requesting a hearing or subsequent thereto, shall have duly approved the issuance of a second notice; (iii) the fine imposed on the Lot Owner exceeds \$100; and (iv) the Lot Owner submits to the Board a written request for arbitration within (10) days of the receipt of the second notice. If the Board determines that the fine is \$100 or less, no right of arbitration

shall exist. Any arbitration conducted pursuant hereto shall be conducted in Hillsborough County before a panel of three (3) arbitrators selected from a roster of six (6) permanent positions comprised of members of the Association. No relative of the Lot Owner or his or her family" nor any Association member then serving on the Board, nor any individual otherwise having any interest in the Subject of the arbitration shall be eligible to hear the arbitration. The arbitration shall take place within thirty (30) days of receipt of the Lot Owner's request therefore at such time and place as may be agreed upon by the arbitrators. The Association may be represented by an officer or a Board member or by such other person duly selected by the Board. The decision rendered by the panel of arbitrators shall be final and binding and may be entered in any court having jurisdiction thereof.

26. The foregoing Restrictions shall be construed to be covenants running with the land and shall be binding and affective for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida, at which time they shall be automatically extended for successive ten (10) year period unless terminated by a vote of no less than two-thirds (2/3) of the owners of the Lots subject to this Declaration; said vote to be cast in person or by proxy at a balloting conducted by the Association. Every Lot Owner-and subsequent grantee of any interest in any Lot now or hereafter made subject to this Master Declaration, by consenting hereto and by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this article.

27. The covenants and restrictions of this Declaration, as they pertain to the Lots and other properties with Carrollwood, may be amended at any time and from time to time during the period of any extension or renewal thereof, by a writing approved and consented to by at least two-thirds (2/3) of the Lot Owners whose Lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been recorded in the Public Records of Hillsborough County. Every Lot Owner consenting to this Declaration and each subsequent grantee of any interest in any property now or hereafter made subject to this Declaration acceptance for a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

28. Tile Restrictions set forth herein shall be enforceable in law or in equity by the Association or any person, firm, corporation or other legal entity owning any property subject to this Declaration. Enforcement rights shall include, but not be limited to, the right to seek a mandatory or prohibitive injunction or damages. Any failure to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

29. Invalidation of anyone or more of these Restrictions by judgement or court order shall not affect any of the other provisions not expressly held to be void nor affect the provisions so voided in circumstances or application other than those expressly invalidated and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

30. The prevailing party in any litigation arising out of or under this Declaration shall be entitled to recover its costs of such litigation including but not limited to its attorneys fees through and including any appellate action.

31. The Association shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of the Association's obligations under these covenants.

32. This Declaration is entered into and made effective as to the Lots owned by the Declarants even though the individual Lots may also be subject to one of the deed restrictions for the respective Carrollwood Subdivisions as set forth and identified on Exhibit "A" attached hereto. Nevertheless, both the prior deed restrictions applicable to any given Lot and this Declaration are intended to be applicable to such Lot. In the event that a provision of the deed restrictions and a provision of the Declaration are in conflict or are inconsistent with each other, the provisions of the prior deed restrictions shall be paramount until the expiration date of said deed restrictions.

33. This Declaration is being executed by the officers and directors of the Carrollwood Civic Association, Inc. to express the consent and joinder to this Declaration of the Association of Lot Owners of the Carrollwood Subdivision. In addition, certain Lot Owners have directly executed this Declaration and have subjected the Lots owned by each of them individually to the Restrictions and provisions hereto. From time to time, additional Lot Owners as Declarants will consent to and join in this Declaration by a separate document referring to this Declaration but recorded separately, thereby subjecting each of the respective Lots of said Declarants to the Restrictions and provisions hereof.

