

## Carrollwood Meadows Homeowner's Association

Carrollwood Meadows is a Deed Restricted Community. Our Association is named the Carrollwood Meadows Homeowner's Association (CMHA). It is a not-for-profit corporation incorporated in accordance with the laws of the State of Florida. The Association does not contemplate pecuniary gain or profit to the members. The specific purposes for which it is formed are to promote the Health, Safety and General Welfare of the residents within Carrollwood Meadows. The Association has the authority to promote and preserve harmony and uniformity within the community.

Whereas, CMHA is the designated successor to the Developer who desired to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

Whereas, said Developer originally established specific Deed Restrictions for each unit during development phase;

Whereas, CMHA desires to promote a common set of updated Deed Restrictions for all units of the development described herein;

Unit One- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 47 at page 55 of the Public Records of Hillsborough County (the "Plat")

Unit Two A- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 48 page 51 of the Public Records of Hillsborough County (the "Plat")

Unit Two B- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 48 page 97 of the Public Records of Hillsborough County (the "Plat")

Unit Three- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 48 page 70 of the Public Records of Hillsborough County (the "Plat")

Unit Four- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 49 page 81 of the Public Records of Hillsborough County (the "Plat")

Unit Five- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 51 page 84 of the Public Records of Hillsborough County (the "Plat")

Unit Six A- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 51 page 23 of the Public Records of Hillsborough County (the "Plat")

Unit Six B- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 51 page 40 of the Public Records of Hillsborough County (the "Plat")

Unit Seven- No longer associated with Carrollwood Meadows Homeowner's Association

Unit Eight- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 52 page 41 of the Public Records of Hillsborough County (the "Plat")

Unit Nine- (the "Subdivision") according to the map or plat thereof recorded in Plat Book 49 page 51 of the Public Records of Hillsborough County (the "Plat")

Unit Ten- No longer associated with Carrollwood Meadows Homeowner's Association;

Whereas, once approved by the required number of property owners set forth in the original Deed Restrictions, the original set of Deed Restrictions shall be null and void and the updated Restrictions, once filed with Hillsborough County, shall be in effect;

Therefore, CMHA declares that all of the real property described in said development (the "Subdivision") shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof.

## DEED RESTRICTIONS FOR CARROLLWOOD MEADOWS

### ARTICLE I

#### USE RESTRICTIONS

##### *1. Residential Use.*

All of the Subdivision shall be known and described as residential property and no more than one (1) detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one (1) lot may be used for one (1) dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 4 of this Article.

##### *2. Structures.*

No Structure shall be erected nearer than twenty-five (25) feet from a Front Street or Side Street. No Structure shall be erected nearer than seven and one-half (7-1/2) feet from a Side Lot Line or nearer than fifteen (15) feet from a Rear Lot Line in sections I and II A, and twenty-five (25) feet in all other sections. A swimming pool may not be located in the Front Yard of any lot. The terms "Structure", and "Front Yard" shall have the meaning ascribed by the Hillsborough County Zoning Regulations in effect as of the date of recording these Restrictions.

##### *3. Dwellings.*

No dwelling shall have a ground floor square foot area of less than seven hundred (700) square feet, exclusive of screened area, open porches, terraces, patios and garages in sections V, VI A, and VIII, and nine hundred (900) square feet in all other sections. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a one (1) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2-1/2) stories nor thirty-five (35) feet in height in sections V and VII and twenty-five (25) feet in all other sections. All dwellings shall be constructed with concrete driveways and yards shall be covered fully by grass, landscaping, xeriscaping, or similar vegetation, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed.

##### *4. Easements.*

Perpetual easements five (5) feet in width for the installation and maintenance of utilities, drainage and water retention areas, and for access to and from easement areas shown on the Plat (such easements being in addition to any shown on the Plat) are hereby reserved to the Developer along the Rear Lot Line and each Side Lot Line of all lots, and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas are hereby reserved to Developer in and to all utility easement and drainage easement areas shown on the Plat, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas shown

on the Plat, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water retention areas, access, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of each lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

#### *5. Use of Accessory Structures.*

No shack, garage, barn, or building shall, at any time, be erected and used on any lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. Tents may be erected behind a minimum of 6-foot fencing for no more than seven days within any six month time period. Sheds, with a maximum square footage of not greater than one hundred fifty (150) square feet, must be behind a minimum of 6 foot fencing and concealed by plant buffering and may not exceed a maximum height of eight (8) feet from grade level. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision. Children's playsets may be erected in the rear property area and may not exceed ten (10) feet in height. Said playsets must be hidden from view from any street or adjacent property behind a minimum six (6) foot fence and proper plant buffering. Said playsets must be set back a minimum of six (6) feet from side and rear yard property lines.

#### *6. Commercial Uses and Nuisances.*

Commercial use as defined by Hillsborough County Code Sec. 6.11.42 Home Occupation shall be permitted. Real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease. However, nothing shall be done on any lot that may become a nuisance or an unreasonable annoyance to the neighborhood.

Community Pride calls for each of us to be courteous of our fellow residents. Activities should be avoided which prohibit the free and peaceful enjoyment of our community. Examples of obnoxious and offensive activities include but are not limited to: Barking dogs, loud or abusive language, fireworks, vehicular repair, loud music, emission of odors, liquids, gasses, dust or smoke.

#### *7. Animals.*

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

#### *8. Fences, Walls and Hedges*

Fences, walls and hedges may be constructed or maintained to a height not to exceed county codes. Fences shall only be made of cypress or other wood **fencing** materials or vinyl or PVC fencing. Fences must be left natural, stained finish or white in appearance only. No fence, wall or hedge may be constructed or maintained between a Front Street and the Front Dwelling Line or between a Side Street and the Side Dwelling Line provided, however, that a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Street Line fronting a Side Street shall be permitted if constructed at the time of the original dwelling on the lot as part of its elevation or design. Decorative fencing, not to exceed two sections (each section not in excess of six (6) feet in length), may be erected for the primary

purpose of establishing property lines, accenting gardening or landscape. In the use of corner pieces, two corners may each contain no more than two sections of fencing (each section not in excess of six (6) feet in length).

#### *9. Vehicles*

No vehicle shall be parked in the Subdivision except on paved streets, paved driveways, in garages, or on defined extensions of the driveway consisting of one of the following: mulch, gravel, crushed rock, or crushed shell. All said defined extensions of the driveway and any concrete extension of a driveway exceeding eight (8) feet in width must be approved in writing by the Carrollwood Meadows Homeowners Association (CMHA). Carrollwood Meadows Homeowners Association shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to Carrollwood Meadows Homeowners Association by certified or registered mail, return receipt requested, to Carrollwood Meadows Homeowners Association, P. O. Box 270902, Tampa, FL, 33688, may be brought to a monthly homeowners meeting or sent to the address located in the bylaws of CMHA. Any plans not disapproved within sixty (60) days after their receipt by CMHA shall be deemed approved. No non passenger commercial truck or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Commercial vehicles which contain no outside machinery or work material, including, but not limited to non modified utility vans and pickup trucks with outside signage only and police and sheriff vehicles, shall be permitted in driveways. Boats, boat trailers, campers, vans, non-street legal motorcycles and other recreational vehicles shall be parked inside of garages or behind a minimum of a 6-foot fence and concealed from public view including that of neighbors. Additional screening of proper plant vegetation may be used to conceal said vehicles. Non-commercial passenger vans and street legal motorcycles may be kept in driveways. Automotive repair is subject to the following restrictions: Only minor repairs and maintenance may be performed which are defined as the changing and replenishment of fluid levels, the replacement of spark plugs, ignition points, the rotation of tires, and the replacement of drive belts and hydraulic lines. Any other repairs on the motor vehicle or automobile shall be restricted to totally enclosed spaces and only accomplished on privately registered vehicles having a current State of Florida license plate, or motor vehicles designated by the State of Florida as qualifying for an antique or horseless carriage designation. Painting of vehicles is prohibited.

#### *10. Storage.*

No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view. For the purpose of collection these containers may be curbside no sooner than six (6) PM the day prior to pickup and no later than ten (10) AM the day after pickup.

#### *11. Clothes Hanging and Antennas.*

Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from a road or street in the Subdivision or bordering it or from adjacent property. No newly installed exterior television antennas shall be permitted and no radio or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages. Residents are requested to install any satellite dish in excess of one (1) meter so that they cannot be seen from the front of the house or visible above the back or side yard fence.

#### *12. Ponds.*

Ponds and other water retention areas ("Ponds") within the Subdivision are for the exclusive use of the owners and occupants of those lots on which such Ponds are located. In no event, however, shall any Pond be used for swimming, bathing or boating purposes. After a lot within the Subdivision has been fully developed and the construction of a dwelling thereon completed, any cypress head areas or cypress

trees then on the lot shall maintained as nearly as practicable in a natural state, and not altered or removed by the owner except as permitted by the governmental authority having jurisdiction.

### **13. Street Lighting**

All lots in the Subdivision are within a street lighting district pursuant to which street lighting service is to be provided and taxes or assessments therefore levied in accordance with Hillsborough County ordinances, rules and regulations, now or hereafter in effect.

### **14. Exterior Property Maintenance and Lot Upkeep**

All lots, together with the exterior of all improvements, if any, located thereon shall be maintained in a neat and attractive condition by the respective owners. There shall be no appearance of deterioration of the property. Said maintenance shall include, but not be limited to painting, repairing and replacing all building surfaces, fences, lawns, walls and other exterior improvements. Deterioration shall mean a lowering in quality in the condition or appearance of a building or parts thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or other evidence or physical decay or neglect or excessive use or lack of maintenance.

All property must be maintained to standards that shall include but not be limited to the following specifications: yards must be maintained, grass cut prior to reaching twelve (12) inches in height, trees must be trimmed, excess leaves and pine needles must be raked, overgrowth of weeds and brush must be removed. If owners of such lots fail, in CMHA's sole discretion, to maintain their lots as required herein, CMHA is hereby authorized, but shall not be hereby obligated, to so maintain their lots and said owners shall reimburse CMHA for actual costs incurred. CMHA shall not be held liable for any claim damage or injury to property or persons during maintenance of said property by persons or company who perform such work. Such claims for liability must be addressed to the person or company who performed such work.

### **15. Signs.**

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign, "For Rent" sign, "Garage Sale" sign, or home security sign upon each lot, none exceeding 36" x 24".

Notwithstanding anything to the contrary herein, CMHA or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision and shall have the exclusive right to use the words "Carrollwood Meadows" by themselves, or in combinations with any other words. All signs must be supported on their own post and in no instance will the sign be attached to any vegetation or existing poles.

### **16. Architectural Control.**

Prior to the commencement of the work described therein, all building plans (including plot plan, grading plan and material lists) for the original construction, alteration or addition of Structures, or for the erection of walls, and all plans or changes relating to the color to be used on the exterior of a Structure, shall be approved in writing by CMHA or its designated assigns. CMHA or its assigns shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to CMHA by certified or registered mail, return receipt requested, at the address provided in section 9 or in the CMHA Bylaws or may be brought to any monthly homeowners meeting. Any plans not disapproved within sixty (60) days after their receipt by CMHA shall be deemed approved.

## **ARTICLE II MISCELLANEOUS**

### **1. Term and Amendment.**

These Restrictions shall run with the land in perpetuity, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds. These Restrictions may be amended by not less than fifty (50) percent of the owners plus one (1) of the owners of lots in the Subdivision.

## *2. Enforcement.*

If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these Restrictions it shall be the right of the CMHA or any other lot owner in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred during pre litigation work or on appeal) incurred by the party enforcing these Restrictions. Any person who is a member of the CMHA shall have the right to refer to the Bylaws of the CMHA, which may contain additional options for pursuing violations. In no event can any lot owner require CMHA to file legal proceedings and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by CMHA or any other person or entity to enforce any provisions of these Restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the CMHA or any of the lot owners in the Subdivision from enforcing these Restrictions.

## *3. Assessment*

CMHA has the right to hire an attorney to send a demand letter in order to request Deed Restrictions be abided. CMHA has the right to assess the property owner of the lot in violation of Deed Restrictions for the costs incurred by CMHA in retaining that attorney and sending the demand letter. Lot owners shall pay CMHA within thirty (30) days of when a billing notice is sent. Any assessment that is not paid within thirty (30) days shall automatically become a lien. The association shall then be entitled to record a lien within the Public Records of Hillsborough County and shall be entitled to bring judicial proceedings to foreclose the lien at the cost of the lot owner.

## *4. Severability.*

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

## *5. Deed Restrictions.*

CMHA may include in any deed hereinafter made conveying lands in the Subdivision any additional restrictions or covenants not substantially inconsistent with these Restrictions and any utilities or drainage easements