Hillsborough County



FOR

CARROLLWOOD CROSSING

This is to certify that at a duly called special meeting of the membership of Carrollwood Crossing Property Owners Association, Inc. (the "Association") held on 4/16/2012, at which the necessary votes of the membership were present, the attached Amendments to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARROLLWOOD CROSSING of the Association, attached hereto as Exhibit "B", were duly adopted by the membership as required by Article XII. The By-Laws are an exhibit to the Declaration of Covenants, Conditions and Restrictions of Carrollwood Crossing, originally recorded in Official Records Book 14355, Page 1659, Public Records of Hillsborough County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on this $\frac{2-4}{2}$ of JULY 2012.

REAFFIRMATION. Except as is herein modified all terms, covenants, and conditions of the Original Declaration are hereby reaffirmed and ratified.

Carrollwood/Crossing

Property Owners Association, Inc.

Signature of Witness #1

Parissa

Signature of Witness #2

Printed Name of Witness #2

Christopher Cracchiolo, President

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

Notary Public

Printed Name

My Commission Expires:



This instrument prepared by:
Lawrence S. Aarons, Esq.
L. A. Law Center, P. A.
3615 E. Frontage Rd Stc A
Tampa, Florida 33607

EXHIBIT "B"

AMENDMENTS

TO

DECLARATION OF COVENANTS, CONDITION,

RESTRICTIONS AND EASEMENTS

FOR

CARROLLWOOD CROSSING

Amendment to Article II Section 9, Subsections, (m), (n),(q), (r), and (s)

Added Subsections (w), (x),(y) of the Declarations as Follows:

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARROLLWOOD CROSSING of Carrollwood Crossing Homeowners Association, Inc., recorded at Official Records Book 14355, Page 1659, Public Records of Hillsborough County, Florida, pursuant to the provisions contained in those recorded Covenants and Restrictions for amendment thereof. The consent of a majority of lot owners in the Carrollwood Crossing Homeowners Association, Inc., as defined herein, is attached hereto and shall be recorded as a part hereof.

(New wording underlined; deleted wording stricken through)

ARTICLE II

PROPERTY RIGHTS

Item 1. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

Section 9. Use of Lots:

(m) Mailboxes. The Board of Directors, from time to time may regulate the type, or location, of individual mailboxes. To the extent there are individual mailboxes, the costs of installation, maintenance, repair and replacement shall be that of the individual Owner using the mailbox. The mailbox, mailbox pole and mailbox flag shall remain the same style, design, size and color as originally installed by the Developer without alteration. The Board of Directors may change the style, design, size, or color in the event that the current style is no longer available. In the event the Developer or the Association shall ever create mailbox facilities that are consolidated, and serving multiple Owners, then in such event the cost of installation, maintenance, repair and replacement shall be that of the Association.

Item 2. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

(n) Wells and Septic Tanks. Except as may be installed by Developer and except for irrigation wells which may be installed by the Developer, no individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot. No private wells shall be allowed on any lots other than irrigation wells used exclusively for irrigating lawns. Irrigation wells and irrigation well components are not to be visible from any view. No septic tanks shall be allowed on any lots.

Item 3. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

(q) <u>Artificial Vegetation.</u> No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot. unless approved in writing by the Architectural Control Committee

Item 4. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

(r) <u>Holiday Lights and Other Lighting.</u> Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot-in the manner permitted and approved in writing by the Architectural Control Committee prior to installation.

The installation period shall commence on the Thanksgiving Holiday November, 15th. and shall end-All lights and decorations shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights and the ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home(s)).

Item 5. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

(s) Garages. When each Home has its own garage, Each single family detached residence must have a private, fully enclosed garage for not less than two (2) or more than three (3) cars. Conversion of any garage to living area shall no garage shall be converted into a general living area unless specifically approved in writing by the Architectural Control Committee. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. not change or alter the exterior appearance of the dwelling or in a manner affect the garage door(s) operation as originally installed by the Developer.

Item 6. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:

(w) Painting and Pressure Washing. All costs associated with applicable permits for pressure washing dwelling unit walls, windows, doors, roofs, driveways and sidewalks shall be that of the Owner's expense and performed at the request of the Board of Directors within 60 days of the Board of Directors' request. The cost and any applicable permits for sealing, priming and painting the dwelling unit shall be that of the Owner's expense and performed at the request of the Board of Directors within 120 days of Board of Directors' request. Paint colors and location of paint must meet the following criteria and have written approval from the Architectural Control Committee prior to commencement of painting.

- 1. Homes must have exactly three separate colors:
 - Stucco siding color
 - b. Trim color
 - c. Front door color
- 2. Garage door(s) are to be the same color as the stucco siding color.
- 3. Shutters must match either the trim color or front door color.

- 4. Neighboring properties cannot have the same stucco color.
- 5. Paint Sheen:
 - a. Stucco Siding shall be Eggshell or Satin.
 - b. Trim shall be Eggshell or Satin and must match the stucco siding color.
 - c. Front door shall be Semi-gloss or Gloss.
 - d. Shutters shall be Eggshell, Satin or Semi-gloss.

Trim Color

- 6. Owner painting the dwelling unit a color or colors other than referred to in 7 or 8 below must choose from the Carrollwood Crossing Color Palate list. The Carrollwood Crossing Color Palate list is located in the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING, ARTICLE II PROPERTY RIGHTS, Section 9. Use of Lots: (x) Paint Palate. A book of colors is also available upon written request by the Owner to the management company. Color matching with the Unit owner's vender of choice is permissible.
- 7. Unit owners may paint the dwelling unit the original colors as originally installed by the Developer.
- 8. <u>Unit owners may paint the dwelling unit the same colors as was approved by the Architectural Control Committee prior the adoption of this amendment.</u>

Front Door Color

Manufacture

(x) Paint Palate

Stucco

Jeuc				
1.	Whiter Shade 62/008	Midnite Hour 13/032	Tomahawk Red 11/257	Devoe Paint
2.	Stonington Beige 44/114	White Whisper 84-042	Black Sable 10/067	Devoe Paint
3.	Pacific Pines 35/169	Silent Fog 59 140	Artisan Brown	Devoe Paint
4.	Aviator Silver 62/044	White on White 88/014	Drum Beat 08/409	Devoe Paint
5.	Stonewall 8783M	Crystal Ball 8780W	Domino AC141N	Dyco Colors
6.	Misted Beige 8312W	Pink Reed 8310W	Black Burgundy 8316N	Dyco Colors
7.	Annapolis Gray 70	Sail Cloth 77	Narragansett Green HC-157	Benjamin Moore
8.	Richmond Bisque 54	Charleston Brown 66	Tarrytown Green HC-134	Benjamin Moore
9.	Charcoal State 86	Cliffside Gray 74	Heritage Red 25	Benjamin Moore
10.	Briarwood 73	Revere Pewter HC-172	Black Forest Green 46	Benjamin Moore
11.	Platinum Grav 71	Wickham Gray HC-171	Heritage Red 25	Benjamin Moore
12.	Sail Cloth 77	Whitall Brown HC-69	Black 80	Benjamin Moore
13.	Lancaster Whitewash HC-174	Clarksville Gray HC-102	Cinnamon 2174-20	Benjamin Moore
14.	Montgomery White HC-33	Brilliant White 01	Essex Green 43	Benjamin Moore
15.		Gray Cloud 2126-60	Hale Navy HC-154	Benjamin Moore

- Item 7. Article II of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD CROSSING is hereby amended to read as follows:
 - 1. (y) Landscape. Owner's lot shall have no exposed dirt, soil or clays (except during periods of restoration not to exceed 21 days). The only permissible lawn shall be St. Augustine. No Invasive Plants shall be permitted. Invasive Plants shall be defined by Florida Exotic Pest Plant Council. No Noxious Weeds shall be permitted. Noxious Weeds shall be defined by Florida Exotic Pest Council. Owner's shall be allowed to install Florida Friendly Landscaping under Florida Statutes 373.185(1)(b), which defines "Florida friendly landscape" as "quality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant," while still being regulated and approved by the Architectural Control Committee prior to installation.