

2/13/00

THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION  
TO CARILLON MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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SEMINOLE COUNTY, FL  
BOOK PAGE

THIS THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO CARILLON  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made  
this 16<sup>th</sup> day of February, 1993, by FIRSTDEV THREE, a  
Florida joint venture ("Firstdev").

W I T N E S S E T H:

WHEREAS, Firstdev recorded that certain Carillon Master  
Declaration of Covenants, Conditions and Restrictions recorded  
December 19, 1989 in Official Records Book 2135, Page 1718 of the  
Public Records of Seminole County, Florida (the "Declaration"); and

WHEREAS, the Declaration was amended by that certain First  
Amendment to Carillon Master Declaration of Covenants, Conditions  
and Restrictions recorded in Official Records Book 2236, Page 709,  
of the Public Records of Seminole County, Florida; and

WHEREAS, the Declaration was further amended by that certain  
Second Amendment to Carillon Master Declaration of Covenants,  
Conditions and Restrictions recorded in Official Records Book 2236,  
Page 713 of the Public Records of Seminole County, Florida (for  
purposes hereof the Declaration, First Amendment and Second  
Amendment are hereafter collectively referred to as the  
"Declaration"); and

WHEREAS, the Declaration provides that the holders at least  
two-thirds of the votes of the Carillon Community Residential  
Association, Inc. (the "Association") may amend any provision,  
covenant or restriction found within the Declaration; and

WHEREAS, effective as of the date hereof, the Declarant holds  
in excess of two-thirds of the votes in the Association; and

WHEREAS, the Declaration provides that Additional Properties  
can be brought within the scheme of the Declaration by the  
Declarant; and

WHEREAS, Firstdev desires to make certain further amendments  
to the Declaration; and

WHEREAS, Firstdev owns certain real property (the "Westhampton  
at Carillon Phase 2 Property"), more particularly described on  
Exhibit "A" attached hereto, which Firstdev desires to bring within  
the scheme of the Declaration.

NOW, THEREFORE, Firstdev, for itself and its successors and  
assigns, does hereby declare and state as follows:

- 1. Recitals. The foregoing recitals are incorporated herein

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by reference as though fully set forth below.

2. Additional Property. The Westhampton at Carillon Phase 2 Property is hereby brought within the scheme of the Declaration as provided in Article II, Section 3 of the Declaration. This Supplemental Declaration is made for the purpose of annexing the Westhampton at Carillon Phase 2 Property, as Additional Property, to the scheme of the Declaration and extending the jurisdiction of the Association (as defined in the Declaration) to the Westhampton at Carillon Phase 2 Property.

3. Assessments. Pursuant to Article VII, Section 5 of the Declaration, the initial annual assessment for each Lot in the Westhampton at Carillon Phase 2 Property shall be Two Hundred Ninety Five Dollars (\$295.00) per Lot.

4. Minimum Square Footage. The Declaration is hereby amended to add the following as Article IX, Section 6 (i):

(i) All buildings on Lots shall be constructed to have a minimum square footage at least equal to that required by Seminole County and any other applicable governmental authority.

5. Voting Rights. Article III, Section 3 is hereby amended to provide that the Class "B" Members are entitled to an aggregate of One Thousand Two Hundred Fifty Two (1,252) Class "B" votes, less one (1) vote for each Class "A" Member existing from time to time. Class "B" votes shall be converted to Class "A" votes, and Class "A" membership shall convert to Class "B" membership, as otherwise provided in said Article III, Section 3.

6. Garages. Article XI is hereby amended to include the following as Section 27 thereof:

27. Garages. No garage on any Lot in The Properties shall be used, or enclosed for use as, a dwelling area. Garage doors approved by the ARB shall not be modified or replaced without the approval of the ARB.

7. Limitations. Except as expressly provided herein, all of the terms, covenants, conditions and restrictions of the Declaration shall be fully applicable to the Westhampton at Carillon Phase 2 Property.

IN WITNESS WHEREOF, Firstdev has caused this Third Amendment and Supplemental Declaration to Carillon Master Declaration of Covenants, Conditions and Restrictions to be executed as of the date first stated above.

Signed, sealed and delivered  
the presence of:

FIRSTDEV THREE, a Florida  
joint venture

Kimberly M. Clark  
Name: Kimberly M. Clark

By: Firstdev Three Properties  
Limited Partnership, an  
Illinois limited  
partnership, as Managing  
Venturer

Kimberly Eisenman  
Name: Kimberly Eisenman

By: Firstdev Three  
Properties, G.P., Inc.,  
an Illinois corporation,  
as general partner

By: William J. White III  
Name: William T. WHITE III  
Title: VICE PRESIDENT

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STATE OF <sup>ILLINOIS</sup> ~~FLORIDA~~ )  
COUNTY OF <sup>COOK</sup> ~~ORANGE~~ ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William J. White III as VP & President of Firstdev Three Properties, G.P., Inc., an Illinois corporation, as General Partner of Firstdev Three Properties Limited Partnership, as Managing Venturer of Firstdev Three, a Florida joint venture, to me known to be the person described in and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

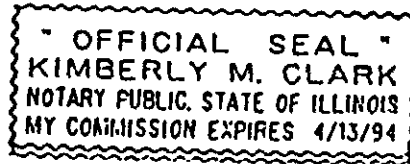
WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 1993.

Kimberly M. Clark  
NOTARY PUBLIC

My Commission Expires: 4-13-94

This instrument was prepared by and return to:

JEFFREY P. WIELAND, ESQUIRE  
MAGUIRE, VOORHIS & WELLS, P.A.  
P.O. Box 633  
Orlando, Florida 32802



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# WESTHAMPTON AT CARILLON PHASE 2

## SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA

### DESCRIPTION

A tract of land being a portion of Section 35, Township 21 South, Range 31 East, Seminole County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Southeast 1/4 of Section 35, Township 21 South, Range 31 East; thence N 89° 57' 29" E along the South line of the Southeast 1/4 of said Section 35 for 212.51 feet; thence along a bearing of due North for a distance of 649.99 feet; thence N 27° 05' 29" E, 411.73 feet to the Point of Beginning; thence N 20° 24' 13" W, 259.22 feet; thence N 27° 22' 48" W, 169.79 feet to a point lying on a curve, said curve being concave to the Northwest and having a radius of 1690.83 feet and a tangent bearing of S 62° 54' 48" W; thence Southwesterly along the arc of said curve through a central angle of 00° 34' 39" for a distance of 17.05 feet to the P.C.C. of a curve concave Northerly and having a radius of 22.00 feet; thence Westerly along the arc of said curve through a central angle of 90° 16' 49" for a distance of 34.67 feet to the P.T.; thence N 26° 13' 44" W, 196.00 feet to the P.C. of a curve concave to the Southeast and having a radius of 22.00 feet; thence Northerly along the arc of said curve through a central angle of 89° 40' 58" for 34.44 feet to the P.R.C. of a curve concave to the Northwest and having a radius of 1450.83 feet; thence Easterly along the arc of said curve through a central angle of 02° 44' 49" for a distance of 69.56 feet; thence N 29° 17' 36" W, 50.00 feet to a point lying on a curve, said curve being concave Northerly and having a radius of 1400.83 feet and a tangent bearing of N 60° 42' 24" E; thence Easterly along the arc of said curve through a central angle of 16° 25' 24" for a distance of 401.54 feet to the P.C.C. of a curve concave Westerly having a radius of 25.00 feet; thence Northerly along the arc of said curve through a central angle of 93° 07' 30" for a distance of 40.63 feet to the P.T.; thence North 48° 50' 30" W, 70.11 feet to the P.C. of a curve concave Southerly having a radius of 25.00 feet; thence Westerly along the arc of said curve through a central angle of 86° 42' 27" for a distance of 37.83 feet to a point lying on a curve being concave Northwesterly and having a radius of 1280.83 feet and a tangent bearing of N 44° 27' 03" E; thence Northeasterly along the arc of said curve and along the Southerly right of way of Lockwood Boulevard through a central angle of 21° 41' 08" for a distance of 484.78 feet to the P.T.; thence N 22° 45' 55" E, 266.75 feet to the P.C. of a curve concave to the East and having a radius of 1008.01 feet; thence Northerly along the arc of said curve through a central angle of 01° 41' 06" for 29.65 feet; thence departing said right of way run S 45° 08' 54" E along the Southerly limits of an existing 110 foot wide Florida Power and Light Right of Way Agreement as recorded in Official Records Book 154, Page 227 Public Records of Seminole County, Florida, for a distance of 784.39 feet; thence departing said line run S 00° 19' 24" E, 611.08 feet; thence S 78° 15' 21" W, 388.64 feet; thence S 51° 05' 42" W, 689.82 feet to the Point of Beginning. Contains: 24.580

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