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WHOA Deed & Covenants Revision

Dear Westwood Homeowner:

In 2010, the WHOA (Westwood Homeowner Association) Board determined the current Westwood Deed Restrictions & Covenants were confusing and unclear. Different specifications for homeowners by the three different builders generated a lot of conflicting guidance. The Board began a total revision of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westwood. This was completed on July 16, 2011 and we now propose to submit it to the general membership for approval at the WHOA Annual Meeting in January, 2012.

The new document's main advantages to Westwood homeowners include:

1. The deed restrictions are reduced from three separate phases of construction by different builders into a single document. The result reduces the deed restrictions and covenants from 55 pages to only 19 pages.
2. The focus of the new document is on the rights of the homeowner versus the builders of Westwood.
3. Much of the "legalese" of the original document has been put into common business language.
4. In preparation of this document, we used four source documents from more modern times. Included were:
 - a. The Hammocks HOA document provided by their association
 - b. The Seven Oaks HOA document provided by our attorney at Bush-Ross
 - c. The Latest version of the proposed Walden Lake Deed Restrictions document.
 - d. The 2010 Florida Statutes Chapter 720, Chapter 2009-142, and Chapter 2009-243.

We have gone through eight draft versions of this document and believe we have made significant improvements across the board.

We respectfully request your review of the material and welcome any comments you wish to make via e-mail to westwoodveep@Yahoo.com. In September, we intend to forward this document and any necessary changes to our attorney for compliance verification. Your assistance will be sincerely appreciated.

Larry C Olson
President
WHOA

Reginald C. Scott
Vice President
WHOA

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTWOOD WALDEN LAKES, UNIT 30

ARTICLE I

DEFINITIONS

1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association including any and all amendments or modifications thereof.

1.2 “Architectural Control Committee” (ACC), or the “Committee” shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee as set forth herein, and their successors and assigns.

1.3 “Association” shall mean and refer to THE WESTWOOD HOMEOWNERS ASSOCIATION OF Walden Lakes, UNIT 30, INC., a Florida corporation not for profit, its successors and assigns.

1.4 “Board of Directors” or “Board” shall mean and refer to the Association’s Board of Directors.

1.5 “By-Laws” shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

1.6 “Common Area” shall mean and refer to all property, including the improvements thereto, owned from time to time by the Master Association for the common use and enjoyment of the Owners.

1.7 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Westwood, Walden Lake Unit 30, as modified and amended from time to time.

1.8 “Westwood” shall mean and refer to the property, including all improvements thereto, described in Exhibit “A” to this Declaration.

1.9 “Lot” shall mean and refer to a Lot within the Plat.

1.10 “Master Association” shall mean the Walden Lake Community Association.

1.11 “Home” shall mean and refer to a single-family dwelling constructed on any Lot, whether as attached housing or otherwise.

1.12 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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1.13 “Property or Properties” shall mean that certain real property described in Exhibit “A” to this Declaration.

1.14 “Plat” shall mean and refer to the plat of Walden Lake Unit 30 as recorded in the Official Records of Hillsborough County, Florida.

1.15 The terms “Structure”, “Street Line” and “Front Yard” shall have the meaning ascribed by the City of Plant City Zoning Regulations in effect as of the date of recording these Restrictions; provided, however, the term “Structure” shall not include a fence. The terms “Side Yard Line” and “Rear Yard Line” are as used in Exhibit B attached hereto and incorporated herein by reference.

1.16 “Voting Member” shall mean the Owner authorized to cast the vote for a Lot as set forth in the Declaration.

ARTICLE II

EASEMENTS

2.1 Easement for Maintenance. There is reserved for the Master Association a non-exclusive, perpetual easement as to all land in WESTWOOD to the extent reasonably necessary to discharge the duties of maintenance of fences, walls and entranceways. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

2.2 Easements for Utilities, Drainage, CATV. Perpetual easements for the installation and maintenance of utilities, drainage facilities and CATV are hereby reserved to Master Association over all easements as of the date hereof or on any replat of the Property or portions thereof which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas, and Master Association shall have the right hereafter to convey such additional easements over property owned by Homeowners as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation, or governmental entity. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE III

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PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Areas. All Common Areas are owned, maintained, and managed by the Master Association, and are subject to governance by the covenants of the Master Association.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually currently reside at the Owner's Lot.

ARTICLE IV

GENERAL USE RESTRICTIONS

4.1 Residential Use; All of the Property shall be known and described as residential property and no more than one (1) detached, single-family Home may be constructed on any Lot, except that more than one Lot may be used for a single 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 above referenced Plats, or as reserved herein. No Home may be divided into more than one (1) residential dwelling and no more than one (1) family shall reside within any Home.

4.2 Structures. Any Structure constructed on a lot shall be in accord with the front yard, side yard, and rear yard setback requirements contained in the subdivision guidelines on file in the office of Walden Lake Community Association, Inc. A swimming pool may not be located in the Front Yard of any Lot. Pool and deck size must not exceed the width of the home.

4.3 Homes. Homes needing to be repaired or reconstructed as the result of intentional or unintentional damage, negligent damage, or an Act of God, must be repaired or reconstructed to current building code standards and equal to the square footage of original house or greater. Property setbacks and plats for that lot in effect when the house was originally built are the controlling factors for any replacement house.

4.4 Landscaping. All Lots shall be landscaped with sodded front and rear lawns and, if applicable, side lawns. Each Lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. Each Owner is required to plant and maintain no less than three (3) hardwood trees with a minimum caliper of three (3) inches and a height of no less than eight (8) feet. At least one (1) of these trees must be in the front yard. If an Owner fails to comply with this requirement within thirty (30) days after the Association mails a registered notice to the Owner that the Owner has failed to comply with the landscaping requirements, the Association may enter upon the Lot for the purpose of landscaping, not to exceed five percent (5%) of the value of the Home as determined by the Association, the cost of such landscaping shall become a lien upon the Lot and enforceable in the same manner as the charges or liens as provided in paragraph 5.4 hereof.

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4.5 Tree preservation. No existing trees greater than four (4) inches in diameter at breast height shall be removed or cut without the approval of the Architectural Control Committee. The ACC must provide for an expedited approval for emergency removal of dead, diseased or fallen trees. Tree removal permits must be obtained in accordance with City of Plant City regulations. Builders and homeowners shall comply with the City of Plant City Ordinances Chapter 98. Any hardwood trees removed must be replaced with hardwood trees preferably drought tolerant ones listed in Section 98-33.

4.6 Fences, Walls and Hedges. Fences, walls, and hedges may be constructed or maintained to a height not to exceed six (6) feet. Fences shall only be PVC, wood; or any other materials specified by the Architectural Control Committee and must be kept in good condition and repair. No fence, wall, or hedge may be constructed or maintained between a front Street Line and the Front Dwelling Line or between a side Street Line and the Side Dwelling Line; provided, however, that a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a side Street Line shall be permitted if constructed at the time of the original dwelling on the Lot as part of its elevation or design. The terms “Front Dwelling Line” and “Side Dwelling Line” are used and shown by illustration on attached Exhibit B. No golf course or lake frontage may be fenced. All fences must be approved by the Architectural Control Committee prior to commencement of construction, or major repair such as more than one fence panel.

4.7 Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings other than a Home shall, at any time, be erected on a Lot and used temporarily or permanently as a residence or for any other purpose, without the consent of the Association. No above ground pool shall be placed or maintained upon the Property. No recreational vehicle may be used as a residence or for any other purpose on any portion of the Property.

4.8 Commercial Uses and Nuisances. No portion of the Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No trade, business, profession or other type of commercial activity which can be detected by sight, sound, or odor from outside of the Lot or which requires customers, employees or contractors employed by the resident shall be carried on upon any portion of the Property; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the other residents of the Property. The foregoing shall not preclude any trade, business, profession or other commercial activity which requires delivery of materials, supplies or communications via a commercial carrier, such as Fed Ex, UPS or United States Postal Service.

4.9 Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that no more than a total of two of any combination of cats, dogs, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot, and all animals shall be on a leash when outside of the Lot upon which the owner of such animal resides. The Board of Directors may promulgate additional rules and

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regulations from time to time governing the keeping, maintenance and activities of animals within the Property.

4.10 Vehicles and Parking. No vehicle shall be parked within the Property except on a paved driveway, or within a garage in accordance with the rules and regulations promulgated by the Board of Directors from time to time. Parking on the street is discouraged as many streets are too narrow to permit easy passage for large or emergency vehicles when vehicles are parked on both sides of the street. No truck or vehicle which is primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked within the Property. For purposes of this section, a vehicle is used primarily for commercial purposes when it has coloring, a logo, writing, signage, tools, or inventory visible from the outside of the vehicle indicating the trade or occupation of the owner or operator of the vehicle or any vehicle which is titled in the name of a commercial venture or enterprises. A police car or fire department car is not a commercial vehicle for purposes of this section. No boat, boat trailer, camper, van, motor home, or other recreational vehicle, or any vehicle not in operable condition or which may not be lawfully operated upon the highways of the State of Florida, shall be permitted to be parked within the Property. All vehicles must be maintained in like manufactured condition with no missing exterior components such as body panels, bumpers etc.

4.11 Garages and driveways. Specifications for garages and driveways are contained within the individual neighborhood design guidelines. Plans submitted with minimum and/or maximum dimensions for any proposed side-load or carriage-load garages and driveways will be subject to the review and approval of the ACC. Garages must retain the appearance of function with no protruding air conditioning units from the walls, door etc. Exterior parking pads constructed of any material, whether in front, side, or rear yards are strictly prohibited throughout Westwood.

4.12 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, and in accordance with any rules promulgated by the Board of Directors from time to time.

4.13 Signs. Permitted signs shall not exceed 36" x 24", and be limited to a maximum of one (1) in each of the following categories:

- a. For Sale or Rent.
- b. Political/Campaign signs may be posted thirty (30) days prior to an election and must be removed no later than three (3) days after the election.
- c. Security system signs may be posted when installed in compliance with Florida law.
- d. Notices and signs required by law shall be permitted when installed and subsequently removed in compliance with that law.
- e. Safety signs such as pesticide spraying for no more than two days.

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f. Other signs as approved by the Board from time to time.

4.14 Ponds. Any pond or other water retention area ("Ponds") constructed within the Property shall be part of the Property's drainage facilities. In no event may Owner or resident of any Lot or member of the public use such Ponds for swimming, bathing, or related recreational purposes. Boating is permitted only as to any boat not exceeding sixteen (16) feet in length; all such boats shall be non-motored except that electric motors may be used to propel such boats.

4.15 Wells; Oil and Mining Operations. No water well may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee. Any approved well shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil well, tank, tunnel, derrick, boring apparatus, mineral excavation or shaft be permitted upon or in the Property.

4.16 Electrical Interference. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property.

4.17 Air Conditioners and Water Softeners. Provided the design, construction and installation location have not been changed from the original site, exterior air conditioning units and related apparatus and water softeners may be replaced in the same location with similar equipment without prior approval of the Architectural Control Committee. Any change in the location of air conditioning or water softener equipment shall require the prior written approval of the Architectural Control Committee. Neither will be allowed in front line visibility, nor will wall mounted, window mounted nor roof mounted units be permitted.

4.18 Docks and Boathouses. No boathouse or similar structure shall be constructed on any Lot or part thereof where a Lot abuts a canal, pond, or lake; however, a dock will be permitted if prior to construction, the plans and specifications for such dock is approved, and in accordance with Article V, Section 5.1. Each dock shall be maintained in a safe and sound condition with all necessary maintenance performed and kept in a neat and attractive manner by and at the expense of the Owner of the Lot on which the dock is located. Upon failure of Owner to do so the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days written notice sent to his last address, make necessary repairs and improve the structural integrity and appearance of the dock in a reasonable and workmanlike manner, with funds approved by the Association, and with the approval of two-third (2/3) vote of the Board of Directors. The Association shall have all the lien rights and foreclosure rights provided for under Article V Section 5.4, if the Owner fails to reimburse the Association for the work performed hereunder.

4.19 Clothes Hanging. Clothes hanging devices exterior to a Home shall be permitted only if installed so as not to be visible from a road or street in the Property or bordering it so as not to be visible from any road, street, lake or golf course.

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4.20 Antennas and Satellite Dishes. A satellite dish or antenna designed and used for the reception of over the air broadcast television signals may be installed in compliance with federal law. In no event shall free-standing transmission or receiving towers which support satellite dishes larger than 1 (one) meter or non standard television, CB or ham radio antennas be allowed. A satellite dish or antenna must be installed concealed from public view when possible. An installer's signed affidavit will be required certifying reception is not available at any other location.

4.21 Solar Collector. Solar collectors and solar panels may be installed in compliance with guidelines promulgated by the Architectural Control Committee. Other renewable resources such as rainwater barrels may be used if not publicly visible from the front of the home.

4.22 Recreational Equipment. Play equipment shall be allowed but is restricted to rear yards. All play equipment must be submitted and be approved by the Architectural Control Committee prior to installation. The play area must be screened from adjacent property or from the street by an approved fence or landscaping to a height of six feet above finished grade. Playsets and equipment must fit within a 12-foot by 12-foot area located on the Final Site Plan and screening must be indicated on the Landscape Plan.

a. Basketball Standard Installation Specifications. All proposed basketball standard installations must be submitted to and approved by the Westwood Architectural Review Committee prior to installation.

b. The only type of basketball standard approved for Westwood includes a backboard made of clear acrylic in a rectangular or fan shape. Backboards may not contain team or advertising logos, bright colors or any type of advertising, other than the manufacturer's company identification logo. Only black metal poles are allowed and must be installed in a location based on one of the following: 1) at a minimum of 15 feet from the lot side of the public sidewalk and along the outside edge of your driveway or 2) rear yard installations may be approved.

c. On a case-by-case basis. The backboard may be installed directly on the face of the garage above the garage door on side-load garages only. No other front yard and no side yard locations will be allowed.

4.23 Lighting. Any exterior house lighting for aesthetic purposes shall be kept close to the exterior wall of the house. Lighting fixtures shall be carefully oriented to avoid directing light towards adjacent property and the street. No light trespass will be permitted onto adjacent properties. No color light sources shall be allowed unless seasonal or temporary in nature.

4.24 Flags. A single freestanding flagpole is allowed. It cannot exceed 20' in height and is limited to displaying one U.S. Flag and one U.S. Military or state flag. Flags may also be displayed on poles mounted on the fronts of houses. Flags may not exceed 3 feet by 5 feet in size and there shall be no more than one flag on any house.

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4.25 Garbage containers. Storage of all garbage containers shall be in the garage or shall be fully screened from view by fencing or landscaping, and are only permitted in the front yard on collection day.

4.26 Preparations for inclement weather. At times, the National Weather Service will issue alerts and warnings for tropical storms or hurricanes for our area. Residents are urged to take all possible precautions to secure homes and property. Many local publications are available providing checklists and information for hurricane preparedness.

4.27 Storm shutters, plywood or tape to protect windows and sliding glass doors, may be installed four (4) days before an impending storm. The timing is based upon the National Weather Service or Hurricane Center's projected time of arrival of a storm. Protective devices should be removed within five (5) days after a storm has passed through the area.

4.28 Unlawful of Offensive Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Lot. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Lot, shall be complied with, by and at the sole expense of the owner.

4.29 Insurance. Nothing will be done or kept on any part of the Lot which will increase the rate of insurance for the other property owners. No owner shall permit anything to be done or kept in or on a lot which will result in the cancellation of insurance on common property, or which would be in violation of any law.

ARTICLE V

ARCHITECTURAL CONTROL AND MAINTENANCE

5.1 Architectural Control. Except as to construction repair or alteration by the Owner, no Home, building, wall, pavement or other structure or improvement of any nature shall be commenced, erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the structure or improvement shall have been approved in writing by the Architectural Control Committee, (ACC). Each structure or improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, including landscaping plans, or any of them shall be based upon this Declaration and guidelines promulgated by the ACC from time to time. Any alteration or improvement which is not governed by a guideline promulgated by the ACC shall be refused approval unless and until the ACC creates a guideline governing same. Any change in the exterior appearance of any Home, building, wall, pavement, other structure or improvement to roofing and roofing repairs, any change in the finished ground elevation, and any change in the appearance of the Home including painting, or its landscaping shall be deemed an alteration requiring approval. In the event the Committee shall fail to approve any plans or specifications within thirty (30) days of their receipt by the Committee, disapproval of such or specifications shall be deemed given.

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The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The ACC shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

5.2 Liability of Architectural Control Committee. The Architectural Control Committee and each of its members shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of said Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

5.3 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors of surface finishes on all Homes may be maintained as that originally installed without prior approval of the ACC, but prior written approval of the ACC shall be necessary before any such exterior finishing color or finish is changed or completely refinished. The Westwood HOA Color pallet will be the final authority on color acceptability. The Westwood HOA Color pallet will be reviewed by the ACC every 5 (five) years to reflect current color standards. The landscaping of each portion of the Property, including without limitations, the trees, shrubs, lawns, flower beds, fences, walkways and ground elevations, shall be maintained as originally installed, unless prior approval for any change proposed by any person or entity is obtained from the ACC. The landscaping shall meet the minimum requirements as set forth herein. The landscape plan for each Lot shall be submitted to the ACC prior to the commencement of construction of any structure associated with the landscaping changes.

5.4 Care and Appearance of Homes; Lien Rights. Each Home whether occupied or unoccupied, shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, condition of paint, roofs, gutters, downspouts, glass and screened areas and mailbox and free of mold or mildew. Lawns will be maintained and kept in an orderly condition, including edging along driveways, sidewalks and streets, so as to not detract from the neat appearance of the property. The house number shall be displayed on the mailbox or mailbox column and on the Home and shall be visible from the street, by and at the expense of the Owner of the Lot upon which the Home is situated. Upon the Owner's failure to do the above, the ACC may, at its option, after giving Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Home shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon

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the Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner, said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the rate of eighteen (18%) percent per annum, from the date of recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorney's fees. The lien herein provided shall be subordinate to the lien of any first mortgage encumbering any Lot in favor of any institutional lender or mortgage company only to the extent required by Florida law provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

5.5 Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one (1) Home, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Home served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one (1) Home, the expense of maintaining and repairing same shall be shared equally by the Owners of the Homes served by same. Notwithstanding the foregoing, in the event any such equipment or fixture are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same and all costs and fees incurred in the enforcement of this paragraph, including reasonable attorneys' fees. No Owner shall do or allow any act, or allow any condition to exist, that will impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Home or any Owner or resident of the Property or create a hazard to persons or property.

5.6 Window Coverings. The use of blinds, window shades, curtains, or drapes maintained in good condition are acceptable. The use of cardboard, sheets, aluminum foil or reflective film may not be placed on any window or glass door. Materials not designed exclusively as a window covering should not be used for a window covering which is visible from the exterior of the Home.

5.7 Mailboxes. All mailboxes must be maintained in good order. No new mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any portion of the Property by any person or entity other than the homeowner, unless and until the size, location, design and type of material

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for said box or receptacle shall have been approved by the ACC. In an emergency when a mailbox is destroyed by accident or vandalizing, the replacement with a like kind mailbox is acceptable without ACC approval.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

a. Special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title and they shall be jointly and severally liable for same.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property.

6.3 Maximum Annual Assessment. The Board of Directors may fix the annual assessment in an amount not in excess of the maximum stated herein.

a. The maximum annual assessment may be increased each year by not more than five (5) percent above the maximum assessment for the previous year without a vote of the members of the Association.

b. The maximum annual assessment may be increased above five (5) percent by a two-thirds (2/3) vote of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

c. Special assessments are not restricted to the above limitations.

6.4 Notice and Quorum for any Action Authorized Under Section 6.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 shall be sent to all members of the Association not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast twenty (20%)-percent of all the votes of membership shall constitute a quorum.

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6.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

6.6 Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid

6.7 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen (18%) per annum from the due date and an administrative late fee in the amount of \$25 for each installment which is delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

6.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage only to the extent required by Florida law. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to all payments which became due prior to such sale or transfer only to the extent required by Florida law. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

THE ASSOCIATION

7.1 Powers and Duties. The Association shall have the powers and duties set forth in the Articles and By-Laws, including the right to enforce the provisions of this Declaration, the right to collect assessments due the Association.

7.2 Membership. Every Owner of a Lot shall be a member of the Association subject and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations and this Declaration. The foregoing does not include persons or entities that hold a leasehold interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VIII

GENERAL PROVISIONS

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8.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by an action at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Code Enforcement Committee shall not be held liable in damages to anyone or to any Owner by reason of mistake in judgment, negligence or non-feasance of said Committee, its members, agents or employees, arising out of or in connection with the code enforcement issues, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Code Enforcement Committee, its members, agents or employees. The association will normally provide written notice of any violation to a homeowner with a 30 day requirement to bring it into compliance. A second 30 day notice will be sent to the homeowner if not corrected. A final 10 day notice will be given and the infraction may then be referred to our attorney for appropriate disposition. Any homeowner has the right to appeal any Code Enforcement Committee decision to the Board Members at any regularly scheduled Board meeting. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Master Association shall have the right, but not the obligation to enforce, by an action at law or a proceeding in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Master Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the Master Association or any of the Owners from enforcing the restrictions set forth in this Declaration. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, they shall bear all expenses of the litigation, including court costs, and reasonable attorney's fees, including those incurred on appeal, incurred by the party enforcing them.

8.2 Fines. The Association shall have the right and authority, without the duty, to impose fines for continuing violations of the Covenants subject to the procedural requirements in paragraph 8.1 and maximum fines established by Florida Statutes.

8.3 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty (80%) percent of the Voting Members at a meeting called for that purpose. This Declaration may be amended either by:

a. A vote a two-thirds (2/3) of the Voting Members at a meeting called for such purpose; or

b. By an instrument signed by the Owners of not less than two-thirds (2/3) percent of the Lots within the properties. Any amendment to this Declaration must be recorded in the Public Records of Hillsborough County to become effective.

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c. All other regular amendments may be adopted by a plurality vote of a quorum of 20% (twenty percent) of Association members.

8.5 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner as reflected in the official records of the Association.

8.6 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, the use of one gender shall include both genders; and the use of the term “including” shall mean “including without limitation.” The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

8.7 Master Association. In addition to the terms of this Declaration, and the Articles and By-Laws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions for WALDEN LAKE attached hereto as Exhibit C and by reference incorporated herein, together with all amendments thereof now or hereafter made, called the “Master Declaration.” All Owners automatically become members of the Master 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 Master 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 responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

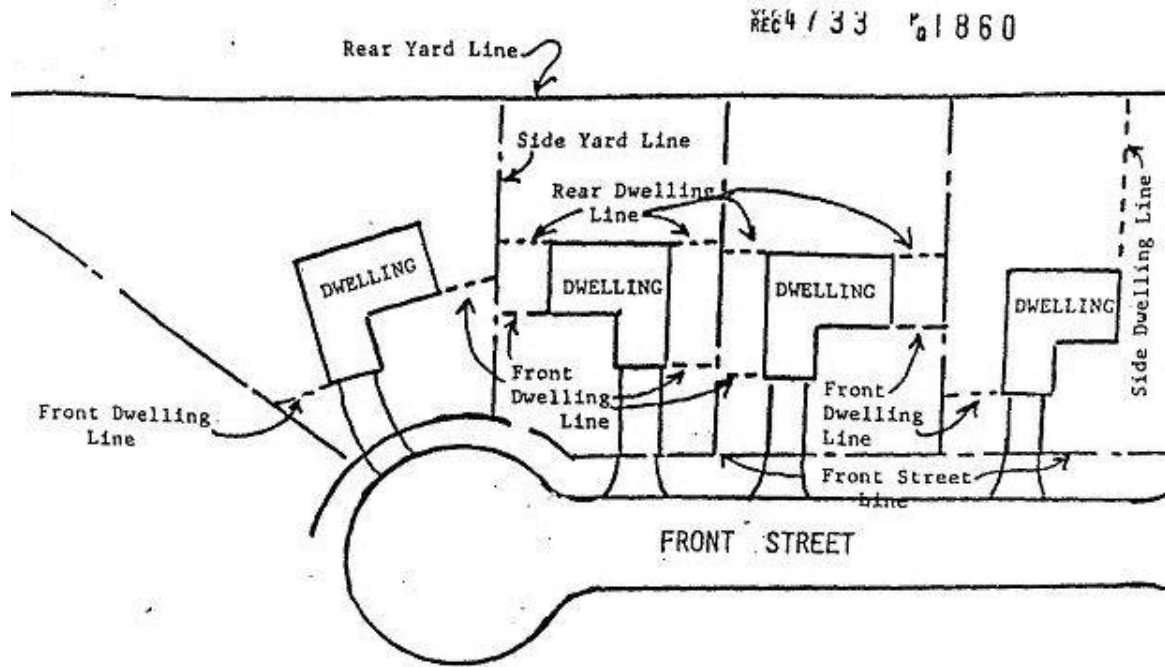
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EXHIBIT A

WALDEN LAKE UNIT 30, according to the map or plat thereof recorded in Plat Book 62, pages 12,15,16,17,and 24 of the Public Records of Hillsborough County, Florida

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EXHIBIT B



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Exhibit C

Walden Lake Community Associations' Covenants, recorded by the Clerk of Circuit Court, Hillsborough County, Florida: Book 5096 Pages 128-158, Book 5198, Pages 1434-1437, Book 5205, Pages 216-217, and Book 6152, Pages 30-33.

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IN WITNESS WHEREOF, the undersigned, being the homeowners herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Westwood Homeowners Association, Inc.
Of Walden Lakes, Unit 30,

Signed, sealed and delivered
In the presence of:

By: Lawrence C. Olson
President

Reginald C. Scott
Vice President

John Northrup
Board Member

Attest: Sam Cannella
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ~~6 day of May 2010~~ by Lawrence C. Olson, President and Sam Cannella, Secretary of The Westwood Homeowners Association, Inc. on behalf of the Corporation. They are know personally and did not take an oath.

Notary Public State of Florida
~~Marlene Merrin~~
~~My commission expires: March 18, 2012~~