

WALDEN LAKE COMMUNITY ASSOCIATION, INC.

WALDEN PLACE NEIGHBORHOOD

DEED RESTRICTED DOCUMENTS

44/88

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By: Ramon Duran, D.C.

AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS

FOR WALDEN LAKE, UNIT 17
Walden Place

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WHEREAS, CALMARK COMMUNITIES, INC., a California Corporation authorized to transact business in the State of Florida, as Developer, recorded a Declaration of Restrictions for WALDEN LAKE, UNIT 17, in O.R. Book 4023, at page 885, Public Records of Hillsborough County, Florida (herein together with any recorded amendments thereto, called the Original Declaration), such Original Declaration being incorporated herein by reference; and

WHEREAS, Section 26 of the Original Declaration provides that after three years the Original Declaration may be amended with written consent of seventy-five (75%) percent of the plat owners provided no amendment shall be made which affects the rights of any institutional lender; and

WHEREAS, more than three years have expired since the recording of the Original Declaration; and

WHEREAS, the record owners in fee simple of seventy-five (75%) percent or more of the lots described in the joinders attached hereto as Schedule 1 and incorporated herein by reference representing 29 of the 35 owners in the subdivision, have indicated their consent to the amendments contained herein; and

WHEREAS, no amendment contained herein affects the rights of any institutional lender; and,

WHEREAS, the HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC. (hereinafter "Association"), has been incorporated under the laws of the State of Florida, as a not-for-profit corporation, for the purpose of carrying out, enforcing and otherwise fulfilling its rights and responsibilities under the original Declaration and the Declaration as hereafter set forth, and for the specific purposes set forth in its Articles of Incorporation; and,

WHEREAS, the Association desires to join with the record title holders of the lots in Walden Lake, Unit 17, in amending and restating the original Declaration.

NOW, THEREFORE, the record title holders who have executed joinders as attached hereto as Schedule 1 pursuant to the terms and provisions of Section 26, joined by the Association, hereby amend and restate the original Declaration as follows:

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

- a. "Articles" shall mean the articles of incorporation of the HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., a Florida corporation.
- b. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., a Florida non-profit corporation, its successors and assigns.
- c. "Board" shall mean the Board of Directors of the Association.
- d. "By-Laws" shall mean the By-Laws of the Association.

PREPARED BY
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e. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

f. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area.

g. "Declaration" shall mean and refer to this Declaration of Amended and Restated Restrictions for WALDEN LAKE, UNIT 17 (a/k/a WALDEN PLACE) and any amendments or modifications thereof hereafter made from time to time.

h. "Lot" or "Plot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

i. "Master Association" shall mean and refer to the WALDEN LAKE COMMUNITY ASSOCIATION, INC.

j. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

k. "Properties" shall mean and refer to that certain real property described on attached Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

l. "Subdivision" shall mean and refer to Walden Lakes Unit 17 which is known as Walden Place and is legally described on Exhibit A.

m. "WALDEN PLACE" shall mean and refer to the community known by that name located on the Exhibit A property.

Section 2. 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 all 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.

ARTICLE II

PROPERTY AND PURPOSE

Section 1. Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hillsborough County, Florida, and is more particularly described as follows:

Walden Lake Unit 17, according to the map or plat thereof recorded in Plat Book 54, Page 6, of the Public Records of Hillsborough County, Florida.

Section 2. Operation, Maintenance and Repair of Common Areas. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements

thereon; to maintain the entranceway to the Property if such are not maintained by the Master Association, and take such other action as the Association is authorized to take with regard to the Property pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 3. Reciprocal Easements for Walls. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any walls as provided in this Declaration for encroachments caused by the placement, settling, and shifting of any such walls as constructed by the Declarant or reconstructed in accordance with this Declaration.

Section 4. Boundary Wall. If Calmark has constructed a wall or fence ("Boundary Wall") along the boundary of the subdivision, the expenses of maintenance and repair of the exterior of such wall be shared equally by all property owners. All other maintenance, repair, and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective lot owners upon whose lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such lot. The obligation of such owners shall not be affected by the fact that the Boundary Wall may be only partially on the lot, and partially on the right-of-way. No lot owner shall be permitted to paint, decorate, change or alter, nor to add or affix any object or thing, or in any way damage or impair the interior surface or top of such Boundary Wall. If any lot owner shall fail to undertake any maintenance, repair or replacement as required by this paragraph, it may be done by the Association at the lot owners' expense, upon 10 days written notice. The cost of said maintenance, repair or replacement shall be a specific assessment against the Lot if undertaken by the Association.

Section 5. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 6. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association.

Section 7. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 8. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to 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

who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot.

Section 2. Voting Rights. The Association shall have one class of voting membership. All votes shall be cast in the manner provided in the By-Laws. The one class of voting membership, and voting rights related thereto, are as follows: Members shall all be owners of Lots subject to assessment; provided, when more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designed be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the properties shall be entitled to one vote for that Lot.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's Articles or By-Laws.

Section 2. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally may cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or By-Laws, and every other right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 4. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) specific assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment or charge,

together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of this Lot.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and carrying out of the responsibilities of the Association.

Section 4. Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses and such shall be the same for all Lots.

Section 5. Maximum Annual Assessment. No assessment of any nature whatsoever, shall be made until January 1, 1989. Commencing with January 1, 1989, the maximum annual assessment shall be One Hundred (\$100.00) per Lot.

(a) From and after January 1, 1989, 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) From and after January 1, 1989, the maximum annual assessment may be increased above five (5) percent by a two-thirds (2/3rds) vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum stated herein.

Section 6. Assessment Rate. The annual assessment for all expenses, shall be fixed by the Board of Directors and shall be the same for each Lot.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Notice and Quorum for any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the

presence of members or of proxies entitled to cast a majority of all votes of the total membership of the Association shall constitute a quorum.

Section 9. Special Assessments for Lot Owner Obligations.

In the event an Owner of any Lot does not perform the maintenance, repair or replacement required of him by the terms of this Declaration, the Association, upon five (5) days written notice, shall have the right, but without obligation, to perform such maintenance, repair or replacement at such Owner's expense, and the cost thereof shall be specially assessed against such Owner's Lot, and be immediately due and payable.

Section 10. Exemption for Assessment. The assessments, charges and liens created by this Declaration shall not apply to the Common Area, or to any property owned by the Association, a public or private utility, or a public or governmental body or agency.

Section 11. Assessment: Due Dates. The due dates of assessment 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of the issuance.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 13. Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be conclusively deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, otherwise available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or assessment rights granted to the Association, but instead, to be broadly construed in its favor.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or

from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notice pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use. All Lots in said subdivision shall be used for residential purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any plot other than one single-family one-story dwelling and a private, two-car garage which must be attached to the dwelling.

Section 2. Minimum Floor Space. Each dwelling shall contain not less than 1,300 square feet of ground floor area, exclusive of open or screened breezeways, porches, terraces and attached garages.

Section 3. Garages and Parking. All dwellings must have an enclosed garage. No carports are to be erected. No garage shall be erected on any lot or plot prior to the construction of a dwelling thereon. No boats, trailers of all kinds, campers, motor coaches, mobile homes or other such recreational equipment shall be parked or kept on any residential plot or on any street, easement or parkway adjacent thereto. Boats and/or trailers shall be parked inside garages and concealed from public view. Garage doors shall be kept closed except when in use.

Section 4. Subdivision of Lots. None of the lots shall at any time be divided into as many as two (2) or more building sites, and no building site shall be smaller in area than the area of the smallest lot shown on the plat of the subdivision. A single Lot together with contiguous portions of an adjacent Lot or Lots may be used for one building site, in which event all the restrictions herein contained shall apply as to a single Lot.

Section 5. Nuisances, Trees, and Burning. No noxious or offensive activity shall be carried on upon any lot or plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no open burning of any kind. No tree shall be removed without the written approval of the Association. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot other than in a garage or otherwise concealed from public view, and adjacent or nearby Lots.

Section 6. Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with specifications of Tampa Electric Company for such installations.

Section 7. Animals. Unless the Board of Directors shall otherwise agree in writing, no animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that cats, dogs, and 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. All animal waste will be immediately removed by the person accompanying the animal. The Board of Directors may promulgate additional rules and regulations from time to time governing the keeping, maintenance and activities of animals within the Property.

Section 8. Wells, Oil and Mining Operations. No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells 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 wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

Section 9. Electrical Interference. No electrical machinery, devices 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.

Section 10. Sight Distance at Intersections. No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree should be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 11. Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any lot or plot shall be completed without unreasonable delay, and should the owner leave such dwelling or structure in an incomplete condition for a period of more than six months, then the Association is authorized and empowered at its discretion to tear down and clear from the premises said dwelling or structure which is incomplete or in need of repair. Any expenses so incurred by the Association shall be a specific assessment against said Lot.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown, or as may hereafter be shown, on a recorded plat. This subdivision is a zero lot line subdivision. Additional easements will be specified on deeds as they are recorded to allow maintenance of improvements on adjoining Lots and for such other purposes as are necessary. Within these easements, no structure or permanent installations shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction of flow of water through drainage swales in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by

the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 13. Use of Accessory Structures. No utility shed or other structure, other than the residential dwelling and related improvements constructed thereon by the Declarant, shall, at any time, be erected, placed or kept on a Lot if such shed or other structure is visible from any adjoining Lot or any street, and has not been previously approved by the Architectural Control Committee.

Section 14. Zero Lot Line Easement. A zero lot line maintenance easement shall be set forth in the warranty deed conveying each lot. The easement shall be for the ingress, egress and regress into, over, upon and across the serviant property for the purpose of the maintenance, repair, improvement and reconstruction of the original dwelling, or appurtenant structures thereto, constructed on the adjoining dominant property so as to lie directly on, or over, (or in close proximity to) the lot line dividing the dominant and serviant estates (commonly known as "Zero Lot Line" structure).

Each easement shall apply only when reasonably necessary to accomplish the purpose set forth herein, and the owner of the dominant property utilizing said easement shall be liable for any damages to the serviant lot arising out of or resulting from the use of said easement.

Each lot subject to the foregoing easements shall also be subject to an easement for lateral and subjacent support, and for encroachments for unwillful placement, setting, or shifting of the improvements constructed, reconstructed or altered on the lot benefited by each easement to a distance of not more than one foot as measured from any point on the common boundary at such point; provided, however, that in no event shall an easement of encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot benefited by such easement.

Each and every zero lot line easement shall be perpetual and shall be appurtenant to, and shall run with the land.

The owner of each serviant lot subject to each easement, shall not construct, erect or place any fencing, structure, improvement, plantings or other materials which may interfere with the exercise of such easement, but shall otherwise maintain such property.

In the event of any dispute arising concerning a party wall, or the provisions of this paragraph, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator. The decision on the dispute shall be by a majority of all the arbitrators and the decision shall be enforceable in any court of competent jurisdiction. Should any party fail to appoint an arbitrator within 10 days after written request therefor, the HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., shall select an arbitrator for the failing party.

Section 15. Vehicles. No vehicle shall be parked within the Properties except on a driveway or inside a garage. No trucks of vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, motorcycles and other recreational vehicles, and any vehicles not in operable condition or validly licensed, shall be permitted to be kept within the Properties only if parked inside of a garage.

Section 16. Rubbish. No Lot or adjacent area shall be

used for the storage of rubbish, garden or yard waste. Trash, garbage, or other waste shall not be kept except in closed sanitary containers properly concealed from public view. Trash, garbage, or other waste shall be put out on the curb side for pick up not earlier than the morning of the day of the pick up.

Section 17. Antennas, Clothes Poles and Lines, Containers, Tanks, Etc. No radio antenna or television antenna and no clothes poles or lines of any kind, or any other item not a part of the dwelling, shall be located on any structure, or on any other location on a plot, where the same may be seen from the street or adjacent or nearby lots. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, pumps, condensers, and similar structures and installations shall be suitably screened so as not to be visible from the street or from adjacent or nearby plots.

Section 18. Signs. No signs shall be displayed on any Lot with the exception of one "For Sale" or "For Rent" sign, not exceeding 24" x 30". Notwithstanding anything to the contrary herein, the Association shall have the exclusive right to maintain signs of any type and size upon the Common Area and any Lots it owns in connection with its development and sale of Lots.

Section 19. Lot Maintenance. Each Lot or Plot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth, and any fire hazard. Each Lot or Plot shall, as a minimum, be trimmed, mowed and edged regularly.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, which shall be composed of persons appointed by the Board. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds with Board of Directors' approval. The Architectural Control Committee shall have full power to regulate all exterior changes and other undertakings on Lots in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority on behalf of the Association to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect.

Section 3. Committee Approval. Without regard to whether the Lot Owner is required to undertake maintenance, repair or replacement, or voluntarily undertakes to do so, no changes, alterations, additions, reconstruction, repair, replacements, improvements, or attachments of any kind or nature whatsoever shall be commenced, placed, made or allowed to remain on any Lot, or to the dwelling, walls, fences, gates, driveways or other improvements thereon, or the landscaping on any Lot, including that portion of any Lot not actually occupied by the improvements thereon, except such as are identical in all respects to those originally or initially installed, improved, or made by the Declarant, unless and until the plans and

specifications therefor showing the nature, kind, shape, height, size, materials, locations, exterior color scheme, exterior elevation, and such other information as the Committee shall require regarding the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required as to any changes or alterations within an enclosed or semi-enclosed area of the Lot which is not, and will not thereby become, visible from adjoining Lots or any street; provided, however, it is expressly intended that any changes or alterations within an enclosed or semi-enclosed area of a Lot, which are or may thereby become visible from adjoining lots or any street, shall be subject to and require Committee approval. Nothing, including personal property and fixtures shall be kept, placed, stored, or maintained upon any Lot without the Committee's prior approval, unless the same is completely concealed from view from any adjoining Lot or any street. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications, and such other drawings, materials, information and documentation as the Committee may reasonably require (herein collectively called the "Plans".) In the event the Committee fails to approve or disapprove an application within thirty (30) days after the plans therefor have been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. In the event the Committee rejects an application or Plans as submitted, the Committee shall inform the Owner in writing stating the reason for disapproval and the Committee's recommendations to remedy the same, if in the opinion of the Committee a satisfactory remedy is possible. If no application has been made to the Architectural Control Committee, or if application is made, but disapproved, suit to enjoin or remove any change, repair, reconstruction, replacement, improvement, structure, activity, use, alteration, or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or any Owner may resort immediately to any remedy for such violation as provided in Article VIII, Section 1 of this Declaration.

Section 5. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. The Board of Directors in its discretion, may provide by resolution for appeal of decisions of such limitations and procedures as the Board of Directors deems advisable. The Board of Directors, or the Architectural Control Committee, may appoint one (1) or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereto. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors of the Architectural Control Committee deems advisable.

Section 6. Standards. No approval shall be given by the Committee pursuant to the provisions of this Article unless the Committee determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Properties as a residential community; and (e) conforms to or enhances, in the sole opinion of the Committee, the aesthetic appearance of the Properties. No member of the Committee shall have any liability to anyone by reason of any acts or action taken by him as a member of the Committee.

ARTICLE VIIIGENERAL PROVISIONS

Section 1. Enforcement. If any person shall violate or attempt to violate any of the provisions of this Declaration, it shall be the right of the Association, or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, 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 the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees (including those incurred on appeal) incurred by the party enforcing the terms of this Declaration. Failure by Association or any Owner to enforce any provisions of this Declaration 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 this Declaration, shall not prevent the Association or any Lot Owner from enforcing the same.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

Section 3. 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 in the Public Records of Hillsborough County, 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 such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed either by:

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

(b) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (a) of this Section.

Any amendment must be recorded.

Section 4. 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, recorded in O.R. Book 4733, at page 1883, Public Records of Hillsborough County, Florida, 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.

IN WITNESS WHEREOF, the undersigned, representing seventy-five (75%) percent or more of the owners of the real property described in Exhibit A joined by the undersigned Association have duly executed this Amendment to Declarations of Restrictions on the day and date set forth below.

HOMEOWNERS ASSOCIATION OF
WALDEN PLACE, INC.

Witnesses:

Cindy H. Short

By: Jack V. Casamassa
President

Judrey E. Casamassa

Attest: Robert R. Short
Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me this day, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JACK CASAMASSA and ROBERT R. SHORT the above named persons, known to me and known to be the persons described in and who executed the foregoing Amended Declaration of Restrictions, as President and Secretary of HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC. and they acknowledged to me that they executed same for the purposes expressed therein.

Witness my hand and seal this 7th day of May, 19 89.

Virginia A. Williamson
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Nov. 25, 1990
Bonded Through Florida Insurance Inc.

disk\amedec.wp

EXHIBIT "A"

The following property located in Hillsborough County, Florida, to-wit:

Walden Lake Unit 17, according to the map or plat thereof recorded in Plat Book 54, page 6, of the Public Records of Hillsborough County, Florida, , and Walden Lake Unit 17, Phgse2, according to the map or plat thereof recorded in the Plat Book 59, page 20, of the Public Records of Hillsborough County, Florida.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., a corporation organized under the Laws of the State of Florida, filed on ~~11/18/1988~~ as shown by the records of this office.

The document number of this corporation is N29348.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of November, 1988.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being all residents of the State of Florida and of full age, hereby associate themselves together for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I

NAME

The name of this corporation is HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., hereafter called the "Association".

ARTICLE II

OFFICE

The initial principal office of this Association shall be located at 2317 South Walden Place, Plant City, Florida 33566, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be Richard Latham, 2307 South Walden Place, Plant City, Florida 33566.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit A attached hereto and made a part hereof by reference, herein called the "Properties", and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the residence lots, and areas owned by the Association within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Declaration of Restrictions relating to the Properties now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein together called the "Declaration". All terms defined in the Declaration shall have the same meaning when used herein, such Declaration being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all

license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(c) acquire, either by gift, purchase or otherwise and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(d) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such approval shall be required in order to convey property for use as a well site, lift station, retention pond or such other incidental or related use;

(f) grant easements as to the areas owned by the Association to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(g) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;

(h) annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

(i) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(j) contract for the maintenance and management of the areas owned by the Association and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration; and

(k) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every Owner of a Plot, which is subject to assessment shall be a member of the Association, subject to Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined, above, shall be the sole qualification for membership. When any Plot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Plot shall

be entitled to one membership for each Plot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, and it shall be automatically transferred by conveyance of that Plot.

ARTICLE VI

VOTING RIGHTS

1. Voting Rights. The Association shall have one class of voting membership. All votes shall be cast in the manner provided in the By-Laws. The one class of voting membership, and voting rights related thereto, are as follows: Members shall be all Owners of Plots subject to assessment; provided. When more than one person or entity holds an interest in any Plot, the vote for such Plot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Plot nor shall any split vote be permitted with respect to such Plot. Every Owner of a Plot within the Properties shall be entitled to one (1) vote for that Plot.

2. QUORUM. The presence at a meeting of members, either in person or by proxy, of those entitled to cast at least one-third (1/3) of the votes shall constitute a quorum for any action.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which shall initially consist of three (3) directors, and thereafter shall consist of not less than three (3) nor more than nine (9) directors. The number of directors may be changed by amendment to the By-Laws of the association but shall never be less than three (3) nor more than nine (9). Directors shall be members of the Association. The Directors shall be divided into three (3) classes: Class A, Class B and Class C. The term for all Directors shall be three (3) years, except that the term of office of the initial Class A Director shall expire at the first annual meeting of the Members, the term of office of the initial Class B Director shall expire at the annual meeting one (1) year thereafter, and the term of office of the initial Class C Director shall expire at the annual meeting two (2) years thereafter. The names and addresses of the persons who are to act in the capacity of directors until successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT SHORT	2320 N. Walden Place Plant City, FL 33566
YVONNE SMITH	2323 N. Walden Place Plant City, FL 33566
JACK CASAMASSA	2318 N. Walden Place Plant City, FL 33566

ARTICLE VIII

OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the By-Laws, and at the time and in the

manner prescribed in the By-Laws. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
RICHARD LATHAM	President	2307 S. Walden Place Plant City, FL 33566
RAYMON SOBY	Vice President	2321 S. Walden Place Plant City, FL 33566
SUSAN KRAHN	Secretary	2317 S. Walden Place Plant City, FL 33566
ROBERT SHORT	Treasurer	2320 N. Walden Place Plant City, FL 33566

ARTICLE IX

SUBSCRIBER

The name and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Julius J. Zschau	Corporate Square, Suite 501 2900 U.S. Highway 19 North Clearwater, Florida 34621

ARTICLE X

DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of the members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE XI

DURATION

This Association shall exist perpetually.

ARTICLE XII

BY-LAWS

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded by a majority vote of the Board of Directors.

ARTICLE XIII

AMENDMENTS

A. These Articles of Incorporation may be amended, from time to time, as follows:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the voting members of the Association.

3. Except as elsewhere provided, an amendment shall be adopted if approved either:

(a) by not less than two-thirds (2/3) of the entire membership of the Board of Directors and also by not less than fifty-one (51) percent of the votes of the voting members duly qualified to vote; or

(b) by not less than seventy-five (75) percent of the vote of the voting members duly qualified to vote, regardless of approval of the Board of Directors.

B. No amendment shall make any changes in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all Members and the joinder of all record owners of mortgage upon Lot.

C. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida.

ARTICLE XIV

INDEMNIFICATION

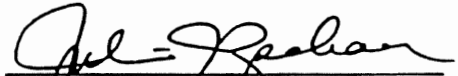
Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he maybe a party or in which he may become involved by reason of his being of having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred.

ARTICLE XV

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 16th day of November, 1988.



Julius J. Zschau

STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, the undersigned authority, on this 16th day of November, 1988, personally appeared Julius J. Zschau, to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.



Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1989
Bounded This Tray from - Incentives, Inc.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, it is submitted that HOMEOWNERS ASSOCIATION OF WALDEN BLACE, INC. desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Plant City, State of Florida, has named Richard Latham, located at 2307 South Walden Place, Plant City, Florida 33566, as its agent to accept service of process within the State of Florida.

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete duties.


(RESIDENT AGENT)

Date: 7/16, 1988

BY-LAWS

OF

HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., hereinafter referred to as "The Association".

Section 2. Location. The principal office of the association shall be located at 2317 South Walden Place, Plant City, Florida 33566, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictions for WALDEN LAKE UNIT 17, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Construction Parcel" shall mean any lot shown on any original plat of the Properties.

Section 4. "Plot" shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, or parts of more than one lot.

Section 5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Restrictions for WALDEN LAKE UNIT 17 recorded in O.R. Book 4023, Page 885, in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 7. "Declaration" shall mean and refer to the Declaration of Restrictions for Walden Place Unit 17 as recorded in O.R. Book _____ page _____ Public Records of Hillsborough County, Florida, the definitions and terms of which are incorporated herein.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

Section 9. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

Section 10. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be scheduled at the discretion of the Board of Directors.

(Article III, Section 1. ammended 10-6-98)

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Voting Members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Plot upon conveyance by the Member owning such Plot.

Section 6. Place. All members Meetings shall be held within Hillsborough County, Florida.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who must be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The term of office of the Class A Director shall expire at the first annual meeting of the members. The term of office of the Class B director shall expire at the annual meeting one (1) year thereafter. The term of office of the Class C director shall expire at the annual meeting two (2) years thereafter. At each such election, and at all succeeding annual elections, the director elected shall be chosen for a term of three (3) years to succeed the one whose

term expires. A director shall continue in office until his successor shall be elected and qualifies, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any Director may be removed from Board, with or without cause, by a majority vote of the membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the

Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from

time to time by resolution create. Officers must be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and

promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant or whomever is designated by the Board of Directors at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

(e) Immediate Past President: The Immediate Past President shall serve for one (1) year and shall perform such duties as assigned by the Board of Directors.

(Article VIII, Section 8. amended 9-27-99)

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII

COMMON AREA

Section 1. These By-Laws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the votes outstanding and duly qualified to vote at the time such amendment is made.

Section 2. Amendments to these By-Laws may be proposed in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) members.

ARTICLE XIV

CERTIFICATION

An instrument signed by any executive officer of the Association, and attested by the Secretary of the Association under the Association seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

ARTICLE XV

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the HOMEOWNERS ASSOCIATION OF WALDEN PLACE, INC., have hereunto set our hands this ____ day of _____, 198__.