

MAIL TO:

LAMONT GUTHRIE  
4007 THACKERY WAY  
PLANT CITY, FL 33566

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INSTR # 2002273168

OR BK 11849 PG 0392

RECORDED 08/13/2002 10:39 AM  
RICHARD ABE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Meany

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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKWOOD**

Parkwood Homeowners Association of Walden Lake, Inc., a not-for-profit corporation organized under the law of the State of Florida ("Association"), hereby certifies as follows

**RECITALS:**

A The Declaration of Covenants, Conditions and Restrictions for Parkwood was recorded in Official Records Book 5410, Page 1614, public records of Hillsborough County, Florida, as may have been amended from time to time (the "Declaration")

B Article XI, Section 4 of the Declaration states that the Declaration may be amended by the voting members in accordance with the provisions therein

C The following amendment to the Declaration was adopted by the requisite number of voting members at a meeting of the Association members duly called and noticed in accordance with the Declaration and the Association's Bylaws on APRIL 23, 2002

**ACCORDINGLY**, the Declaration was amended in the manner as set forth below, as evidenced by this Certificate, pursuant to Article XI, Section 4 of the Declaration (where applicable, double-underlined text indicates text which has been added and ~~strikethrough-text~~ indicates text which has been deleted)

1 Article VIII, Section 13 is deleted in its entirety and a new Article VIII, Section 13 is created as follows

Section 13 Care and Appearance of Dwellings, Lien Rights All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut, all trash and debris removed and keep and maintain all grass, hedges and landscaping in a neat and attractive manner at the expense of the Owner of each Lot. Each dwelling shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, grass and screened areas, by and at the expense of the Owner of the Lot upon which the dwelling is situated Upon the Owner's failure to so maintain such Lot or Owner's dwelling, the Board may, at its option, after providing the Owner with thirty (30) days' written notice sent to such Owner's last known address, make repairs and improve the appearance of the dwelling or Lot in a reasonable and workmanlike manner, with funds provided by the Association, provided that prior approval for such activities is authorized by at least a two-thirds (2/3) vote of the Board The Owner of such dwelling or Lot shall be required to reimburse the Association for any work or activities taken in connection with the dwelling or Lot, as provided above, and to secure

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reimbursement of such funds, the Association shall have a lien upon the subject Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the public records of the County a notice of its claim of lien by virtue of this provision. Said notice shall state the cost of such work or maintenance activities 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 such notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this Section and in connection with such Lot, and this provision also shall be binding upon 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 or maintenance activities, and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage under Florida law. The amount due and secured by said lien shall bear interest at the highest rate of interest permitted under Florida law not constituting usury, from the date of recording of said claim of lien, and in any action to enforce such payment, the Association shall be entitled to recover attorneys' fees and costs. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company, 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 any of the same, shall hold title subject to the obligations and the lien herein provided.

2 Article XI, Section 2 is amended as follows:

Section 2 Enforcement The Association, the Declarant and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, rules or regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself. In addition to the foregoing, the Association shall have the right and authority, without the duty to impose fines for violations to the Declaration, subject to procedural requirements and maximum fines established by law.

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IN WITNESS WHEREOF, the Association hereby certifies and affirms that the amendments contained herein have been approved in accordance with Chapters 617 and 720, Florida Statutes, and also in accordance with the Declaration and the Association's Bylaws, and the Association has caused this Certificate of Amendment to be executed by its authorized officers and has caused its corporate seal to be affixed hereto this 12 day of August, 2002

**WITNESSES:**

**PARKWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.,** a Florida not-for-profit corporation

Philip L. Wing  
Print Name: PHILIP L. WING

By: Lamont M. Guthrie Jr  
Name: LAMONT M. GUTHRIE JR  
Title: PRESIDENT

Thomas N. Daramus  
Print Name: THOMAS N. DARAMUS

Attest: Philip L. Wing  
Name: PHILIP L. WING  
Title: TREASURER

Thomas N. Daramus  
Print Name: THOMAS N. DARAMUS

Marlene J. Merrin  
Print Name: MARLENE J. MERRIN

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12 day of August, 2002, by Lamont M. Guthrie and Philip L. Wing as President and Treasurer, respectively, of Parkwood Homeowners Association of Walden Lake, Inc, a Florida not-for-profit corporation They  are personally known to me or  have produced \_\_\_\_\_ as identification.

My Commission Expires:  
(AFFIX NOTARY SEAL)

Marlene J. Merrin  
(Signature)

Name: MARLENE J. MERRIN  
(Legibly Printed)

Notary Public, State of Florida

\_\_\_\_\_  
(Commission Number, if any)



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