

PROSPECTUS (OFFERING CIRCULAR)

FOR

LAUREL LAKE CONDOMINIUM

[FOR PHASES I AND II]

Plant City, Hillsborough County, Florida

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

## Summary

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

BUILDINGS IN UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

PURCHASERS OF UNITS IN THE CONDOMINIUM WILL RECEIVE A FEE SIMPLE INTEREST THEREIN PLUS AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PROFESSIONAL COMMUNITY SERVICES CORP.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Index of Contents of the  
PROSPECTUS (OFFERING CIRCULAR)

<u>HEADING</u>	<u>PAGE OF PROSPECTUS TEST</u>
Title Page . . . . .	- i -
Summary . . . . .	- ii -
Index of Contents . . . . .	- iii -
Index of Exhibits . . . . .	- iv -
Description of the Condominium . . . . .	- 1 -
General Information Applying to Condominiums . . . . .	- 3 -
The Association . . . . .	- 4 -
Restrictions on Use and Occupancy . . . . .	- 4 -
Utilities and Other Services . . . . .	- 5 -
Management of the Condominium . . . . .	- 5 -
Share of Common Elements . . . . .	- 7 -
Master Association . . . . .	- 8 -
Estimated Operating Budget and Schedule of Unit Owner's Expenses . . . . .	- 8 -
Unit Purchaser's Closing Expenses . . . . .	- 9 -
Identity of Developer . . . . .	- 10 -

Index of Exhibits to the  
PROSPECTUS (OFFERING CIRCULAR)

A	Declaration of Condominium .....
	<u>Exhibits to Declaration</u>
1.	Condominium Drawings .....
2.	Articles of Incorporation of the Association .....
3.	By-Laws of the Association .....
4.	Management Agreement .....
B	Estimated Operating Budget for Association and Schedule of Unit Owner's Expenses .....
C	Common Form of Purchase Agreement .....
D	Escrow Agreement .....
E	Master Declaration of Covenants, Conditions, and Restrictions for Walden Lake .....
F	_____ Amendment to Declaration of Condominium for Laurel Lake Condominium (For Phase _____) .....
G	Easement Deed .....
H	Developer's Affidavit .....

I. Description of the Condominium:

LAUREL LAKE CONDOMINIUM ("Condominium") is located in Plant City, Hillsborough County, Florida, and is a residential condominium being developed in two (2) phases pursuant to the provisions of Section 718.403, Florida Statutes. The Condominium is located in a master planned development community known as Walden Lake which is being developed by Florida Design Communities, Inc.

As presently anticipated to be constructed, the Condominium will contain sixty-five (65) units if all phases are added to the Condominium. However, pursuant to Section 718.403(2)(b), Developer reserves the right to expand the Condominium to contain up to a maximum of sixty-eight (68) units or to reduce the Condominium to contain no less than sixty-two (62) units. Each Condominium unit will consist of a numbered lot, together with the improvements which are ultimately constructed thereon, and an undivided interest in the common elements.

Each unit shall consist of: (1) a discrete area of land, designated on the Condominium plat attached to the Declaration, as a numbered plot, upon and within which the Developer shall construct permitted improvements, i.e., one of the models as hereinafter described, and upon and within which the unit owner may construct those improvements permitted under the Declaration; and (2) an undivided interest in the common elements. The upper and lower boundaries of each unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple. The perimetrical boundaries of each unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the units as depicted on the Condominium plat.

Phase I shall contain thirty-four (34) units. Thirty-four (34) buildings will be constructed on thirty-four (34) units, and each building will be constructed on one unit. Phase I has been or shall be submitted to condominium ownership under the Declaration.

Proposed Phase II, if added to the Condominium as presently anticipated to be constructed, shall contain thirty-one (31) units. However, pursuant to Section 718.403(2)(b), proposed Phase II may contain a maximum of thirty-four (34) units and a minimum of twenty-eight (28) units. As presently anticipated to be constructed, each unit in proposed Phase II shall contain one building. Pursuant to the Declaration, the Developer is under no obligation to add proposed Phase II to the Condominium.

The determination of which model will be constructed in each numbered plot, and therefore the determination of the number of bedrooms and bathrooms and the amount of living area within the dwelling in each plot, will not be determined until the time of purchase and the construction thereof within the Condominium unit boundaries. The Developer presently anticipates offering the following models:

1. The Orchid model shall contain two (2) bedrooms, a den/hobby room, two (2) baths, a two (2) car garage and an enclosed patio, and approximately 1,734 square feet of air conditioned living area.
2. The Holly II model shall contain two (2) bedrooms, two (2) baths, a two (2) car garage and an enclosed patio, and approximately 1,604 square feet of air conditioned living area.

3. The Bayberry model shall contain two (2) bedrooms, two (2) baths, a two (2) car garage and an enclosed patio, and approximately 1,440 square feet of air conditioned living area.

4. The Aspen model shall contain two (2) bedrooms, two (2) baths, a two (2) car garage and an enclosed patio, and approximately 1,250 square feet of air conditioned living area.

However, the Developer reserves the right to alter the size of such models and offer additional models; provided, however, such models will contain (i) no more than four (4) and no fewer than two (2) bedrooms, (ii) at least two (2) baths, (iii) architecture compatible to the above models, and (iv) no more than 4,000 square feet of air conditioned living area and no less than 1,000 square feet of air conditioned living area. The models shall be detached single-family units constructed of concrete block and stucco.

The estimated date of completion of each model, which will be constructed within the boundaries of the unit, will be set forth at the time of execution in the Condominium Purchase Agreement, the form of which is attached as Exhibit "C" to this Prospectus.

The breakdown of the units by phases is follows:

Phase I shall contain thirty-four (34) units. The total square feet of living area will depend upon the model selected; however, the Developer may alter the size of such models, provided that such models shall have no less than 1,000 square feet of air conditioned living area and no more than 4,000 square feet of air conditioned living area. A copy of the Condominium plat for Phase I is attached as Exhibit No. 1 to the Declaration.

Proposed Phase II, if added to the Condominium as presently anticipated to be constructed, shall contain thirty-one (31) units. However, pursuant to Section 718.403(2)(b), proposed Phase II may contain a maximum of thirty-four (34) units and a minimum of twenty-eight (28) units. The total square feet of living area will depend upon the model selected; however, the Developer may alter the size of such models, provided that such models shall have no less than 1,000 square feet of air conditioned living area and no more than 4,000 square feet of air conditioned living area. A copy of the proposed Condominium plat for proposed Phase II, which contains the legal description of the proposed phase property, is contained in Exhibit No. 1 to the Declaration of Condominium. The location of the buildings and units therein shown on the proposed plat is approximate and will be established in the final Condominium plat for proposed Phase II. A copy of the form of amendment under which proposed Phase II would be subjected to condominium ownership is attached as Exhibit "F" to this Prospectus.

**THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.**

Provisions pertaining to the proposed phase of the Condominium are contained in Section 3 of the Declaration.

**BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.**

Provisions pertaining to how buildings and units added to the Condominium may differ from those presently submitted to condominium ownership are contained in Section 3 of the Declaration.

Subject to unforeseen delays beyond the control of the Developer, the estimated latest date of completion of constructing, finishing and equipping the units in Phase I is December 31, 1998. The date of completion for the units is an estimate only and subject to sales performance or building delays. Proposed Phase II, if added to the Condominium, will be constructed, finished and equipped on or before seven (7) years after the date of the recording of the Declaration. The date of completion for proposed Phase II is an estimate only and is subject to sales performance or building delays.

The Developer may rent such number of units as it may own prior to the selling of such units.

**II. General Information Applying to Condominiums:**

**PURCHASERS OF UNITS IN THE CONDOMINIUM WILL RECEIVE A FEE SIMPLE INTEREST THEREIN PLUS AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.**

The form of Purchase Agreement is attached hereto as Exhibit "C." See Exhibit "D" hereto for the terms and conditions of the Escrow Agreement referred to in Paragraph 3 of said Purchase Agreement.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

This retained right is discussed in Article IV, Section 1 of the By-Laws of the Condominium association constituting Exhibit No. 3 to the Declaration, and Article VII of the Articles of Incorporation constituting Exhibit No. 2 to the Declaration.

**THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PROFESSIONAL COMMUNITY SERVICES CORP. ("PCSC").**

A copy of the Management Agreement constitutes Exhibit No. 4 of the Declaration of Condominium.

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

The provisions governing such restriction and control are set forth in Section 19 of the Declaration. All unit owners taking title to a Condominium unit acknowledge receipt of the Condominium documents and accept their unit subject to the terms, conditions, restrictions, obligations and other terms thereof and specifically acknowledge that a valid sale, conveyance or transfer of the respective unit can only be made upon compliance with the conditions for approval and notice set forth in said Section 19.

Restrictions apply to the use and occupancy of the units in the Condominium, and there are rules and regulations applying to the conduct of the unit owners, their families, guests and invitees. Such restrictions, rules and regulations are referred to subsequently in this Prospectus (Offering Circular) and are set forth in more detail in Article XVII of the By-Laws, which may be found at Exhibit No. 3 to the Declaration.

III. The Association:

Laurel Lake Condominium Association, Inc., a Florida not-for-profit corporation ("Association"), has been or shall be incorporated pursuant to the laws of the State of Florida. A copy of the Articles of Incorporation and the By-Laws for the Association may be found at Exhibit Nos. 2 and 3, respectively, to the Declaration. The purpose of the Association is to provide an entity pursuant to the Florida Condominium Act for the operation of the Condominium. The powers of the Association are set forth in Article II of the Articles of Incorporation. Such powers shall include the authority to levy and enforce collection of assessments and levy fines for violations by unit owners in accordance with Article IV, Section 13 of the By-Laws and the Florida Condominium Act, and to perform such other duties as are expressly or impliedly given to a condominium association by its articles of incorporation, by-laws and the laws of the State of Florida. All unit owners (including the Developer as to unsold units) shall automatically be members of the Association.

IV. Restrictions on Use and Occupancy:

A unit owner may use his unit as a single family residence only. There are no restrictions regarding pets or children. The use and occupancy of each unit and the common elements of the Condominium are regulated and restricted by the terms and provisions of Article XVII of the By-Laws, which constitutes Exhibit No. 3 to the Declaration. All of the rules contained therein pertaining to use and occupancy should be read and understood by each prospective purchaser. Such restrictions include, but are not limited to, the following:

1. The sidewalk, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises, nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein.

2. No garbage cans, supplies, milk bottles, or other articles shall be placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere within the Condominium property except within a dwelling.

3. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium property. No unit owner shall conduct or permit to be conducted vocal or instrumental instruction which disturbs other residents.

4. Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit and dwelling thereon prior to his departure.



The use of the common elements is also restricted by the terms and conditions of that certain Easement Deed granted or to be granted by the Developer to the City of Plant City for the provision of utility services to the Condominium property. A copy of the form of Easement Deed to be used or a recorded copy of such Easement Deed is attached hereto as Exhibit "G."

V. Utilities and Other Services:

A. Electricity for each Condominium unit is provided by Tampa Electric Company, 45 West Haines Street, Plant City, Florida 33564.

B. Drinking water and sewage disposal for each Condominium unit is provided by City of Plant City, P.O. Box "C", Plant City, Florida.

C. Sewage disposal for each Condominium unit is provided by City of Plant City, P.O. Box "C", Plant City, Florida.

D. Telephone service for each Condominium unit is provided by GTE, P.O. Box 328, Lakeland, Florida 33802.

E. Garbage disposal for each Condominium unit is provided by City of Plant City.

F. Storm drainage is provided by City of Plant City.

VI. Management of the Condominium:

The Association has entered or will enter into a Management Agreement with PCSC ("Management Firm") for a term expiring not later than March 31, 1998, unless renewed. Beginning April 1, 1998, the Management Agreement shall continue for additional periods of one (1) year unless terminated by either party giving written notice of termination to the other party at least one hundred eighty (180) days prior to the last day of the current period. Notwithstanding the foregoing, the members of the Association shall have the right to terminate this Agreement at any time and without any required notice following such time as turnover of control of the Association from the Developer of the Condominium to the members of the Association has occurred.

The Management Firm shall assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments and other sums due from unit owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association. The Management Firm shall act as management agent and shall provide the services stated in the Management Agreement, which constitutes Exhibit No. 4 of Exhibit "A" to this Prospectus. A summary of the principal services to be provided are as follows:

1. Hire, pay, and supervise all necessary personnel.
2. Maintain and repair the condominium property.

3. Recommend such action as may be necessary to comply with all laws, statutes, ordinances, rules and all appropriate governmental authority.
4. Cause to be placed or kept in force all insurance required or permitted in the Declaration of Condominium.
5. Supervise maintenance of the Association's financial record books, accounts and other records.
6. Maintain records to describe its services and to identify the source of all funds collected by it.
7. Prepare a proposed budget and collect levied assessments and sums due from unit owners.
8. Maintain appropriate bank accounts.
9. Attend meetings of the members of the Association or of the board of directors of the Association.
10. Supervise, operate, control and manage the Condominium property.
11. Cause such alterations and/or additions to the common elements or limited common elements as are authorized by the board of directors and its members, in accordance with the Declaration of Condominium.
12. Recommend and negotiate, if applicable, agreements, concessions and licenses to provide facilities and services as to and within the Condominium.
13. Assist the Association in levying of special assessments, including appropriate notices and the collection of same.
14. Exercise such powers and rights reasonably necessary to fulfill the terms and provisions of the Management Agreement.
15. Assist the Association to perform its functions and act as otherwise authorized, required or delegated in the event of a casualty loss to the Condominium property.
16. Create procedures and forms as are necessary to enable the Association to discharge its functions regarding the review prior to any proposed sale or transfer of a unit and such other functions of the Association as are provided for in the Condominium documents.
17. Act as agent for the Association where appropriate and permitted by the Condominium documents and the Florida Condominium Act.

The Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself but solely at the cost and expense of the Association and its members. As compensation, fee or profit for its services hereunder, the Management Firm shall receive a net fee, free of all charges and expenses, of four percent (4%) of the Association's expenses, excluding legal or independent public accountants' expenses of the Association.

**VII. Share of Common Elements:**

The undivided share of the common expenses, common elements and common surplus attributable to each Condominium unit shall be computed as follows:

1. Upon recordation of the Declaration submitting Phase I to condominium ownership, each unit in Phase I shall have attributable thereto an undivided share in the common expenses and ownership of the common elements and the common surplus equal to one-thirty-fourth (1/34th) of one hundred percent (100%). This percentage shall be ascertained by dividing one (1) (numerator) by the total number of Units in Phase I (denominator), the resulting figure being the undivided share of the common expenses attributable to each unit in Phase I prior to recordation of any amendment submitting units to condominium ownership.

2. If and when proposed Phase II is completed and submitted to condominium ownership as set forth in Section 3 of the Declaration, the undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:

a. The adjusted percentage of the undivided share in the common expenses and ownership of the common elements and the common surplus attributable to each unit shall be computed by dividing one (1) (numerator) by the accumulative total of all units submitted to condominium ownership pursuant to the Declaration and any amendment thereto (denominator) (upon submission of proposed Phase II to condominium ownership as presently anticipated to be constructed, each unit in the Condominium shall have attributable thereto an undivided share in the common expenses and ownership of the common elements and common surplus equal to one/sixty-fifth (1/65th) of one hundred percent (100%)).

b. The adjusted percentage of the undivided share in the ownership of the common elements and the common surplus attributable to each unit shall automatically take effect on the recordation of the amendment submitting proposed Phase II to condominium ownership pursuant to the Declaration.

c. The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit shall be binding upon the unit owners, their grantees, assigns, successors, executors or heirs of each and every unit previously submitted to condominium ownership pursuant to this Declaration.

**VIII. Description of Common Elements and Limited Common Elements:**

Included as common elements available for use only by the unit owners are the following:

1. The land encompassed by the property description which is not in the unit boundary or that is not part of the limited common elements;
2. All parts of the improvements not included within the unit;
3. The property and installations for furnishing utility service to more than one (1) unit or to the common elements;

4. The tangible personal property required for maintenance and operation of the Condominium association; and

5. Such other property as may be provided for in the Declaration or as shown on the Condominium drawings which constitute Exhibit No. 1 to the Declaration.

Limited common elements shall include a three (3) foot perimeter around the unit, the area paved as a driveway to be constructed providing access from the internal roadways to the unit, any other attached common elements shown on the Condominium drawings, and any other items as described in the Declaration.

**IX. Master Association:**

All unit owners shall automatically be members of the Walden Lake Community Association, Inc. ("Community Association"), which is responsible for carrying out the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Walden Lake ("Master Declaration"), a copy of which is attached hereto as Exhibit "E." All unit owners are subject to, and may enjoy the benefits of, the Master Declaration. As members of the Community Association, unit owners are responsible for the payment of an annual assessment detailed in the Estimated Operating Budget and Schedule of Unit Owner's Expenses ("Budget") of the Condominium, attached hereto as Exhibit "B." This assessment shall be used for the maintenance of the Walden Lake properties, services, and facilities that comprise the Walden Lake common area, including the landscaping and beautification thereof. The Walden Lake common area includes a park with a lake and numerous nature and walking trails. In addition, a bicycle path runs in part through the Condominium property and through other portions of Walden Lake which may be maintained by the Community Association as detailed in Section 3.7 of the Declaration.

**X. Estimated Operating Budget and Schedule of Unit Owner's Expenses:**

An Estimated Operating Budget ("Budget"), for the fiscal year ending March 31, 1996, for the Association is attached hereto as Exhibit "B." The Schedule of Unit Owner's Expenses, incorporated as a part of such Exhibit "B" hereto, is an estimate of the expenses of a unit owner for the same period which are provided for or contemplated by the Condominium documents with the exception of any special assessments which are unforeseen and not anticipated. The monetary amount contained in the Budget and level of assessments in subsequent years may increase. The Developer is in control of the Association during the period of operation for which this Budget has been rendered.

The Declaration requires that the Budget of the Association reserve funds for capital expenditures and deferred maintenance based on estimated life and estimated replacement cost of each reserved item. Accordingly, the Developer has provided a reserve for paving in the Budget (attached as a part of Exhibit "B" hereto) for the Association. However, pursuant to Section 718.112(2)(f)2., Florida Administrative Code, the Developer shall cast all of its votes at a duly called meeting(s) of the Association in favor of waiving the requirement for reserves for the first two (2) fiscal years of the Association. In order for a waiver of the reserves to be effective pursuant to Florida law, a majority vote of the total voting interests (either in person or by proxy) is required at a duly called meeting of the Association. Thus, if the votes of the Developer constitute less than a majority of all the votes which are able to be cast, unit owners other than the Developer shall also have to vote in favor of the waiver in sufficient numbers to constitute a majority. There are no reserves for roofing and painting provided for in the Budget because maintenance of the roof and the exterior walls of the dwelling within each unit is to be performed

by the respective unit owner. Furthermore, there are no common elements which require maintenance of any roofing or painting of any exterior walls. Please refer to Section 7 of the Declaration for information on a unit owner's maintenance obligations.

Developer guarantees that the assessment for common expenses shall not exceed \$111.38 per unit per month beginning from the time of recordation of the Declaration and continuing until March 31, 1996, after which time Developer, in its sole discretion, shall have the option of renewing such guarantee of assessments for additional six (6) month periods of time until such time as the Developer turns over operation and control of the Condominium to the Association. Notwithstanding any contrary provisions of Sections 13 and 7 of the Declaration, Developer shall not be liable for the payment of assessments levied pursuant to the Declaration for such period as Developer has guaranteed that assessments shall not increase over the guaranteed amount and Developer pays all actual operating expenses in excess of the amount collected from owners other than Developer.

All unit owners shall be required to pay the assessments levied by the Community Association. As of the effective date of this Prospectus (Offering Circular), the assessment for the Community Association is \$162.00 per Condominium unit owner per year, and is subject to increase in future years pursuant to the provisions of the Master Declaration. In the year in which the unit owner purchases a unit within the Condominium, such assessment shall be prorated as of the day of closing. Additionally, at the time of closing, each purchaser shall be required to pay to the Community Association an "initial gate fee." As of the effective date of this Prospectus (Offering Circular), the initial gate fee is \$75.00 per purchaser, and is subject to increase in future years pursuant to the provisions of the Master Declaration. The initial gate fee is designed to pay for the Community Association's continuing maintenance of the gates which serve the entrances to Walden Lake. Additional information as to the Community Association's assessments and the initial gate fee can be found in the Master Declaration.

The Declaration requires, at the time the initial sale of each unit is closed, the purchaser of the unit to pay to the Association an amount equal to two (2) times the first full monthly assessment for such unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the common elements. This payment shall not be refundable or be applied as a credit against the unit owner's monthly assessments.

XI. Unit Purchaser's Closing Expenses:

The actual closing expenses to be paid by the purchaser of a unit in the Condominium to which this Prospectus (Offering Circular) applies will vary in relation to the purchase price of the particular unit purchased. All closing expenses, with the exception of the cost of the title insurance, are paid by purchaser, and a schedule of such typical expenses to be paid by a purchaser at closing is as follows:

1. Florida Documentary Stamp Tax on the deed at the rate of \$0.70 per \$100.00 (or fraction thereof) of purchase price. This rate is subject to change, from time to time.
2. Fee for recording the deed equal to \$6.00 for the first page and \$4.50 per page thereafter.
3. Proration of monthly Association assessment.

4. Reserve for start-up costs and working capital fund.
5. Proration of taxes for current year.
6. Proration of annual assessment of the Community Association for the current year.
7. Initial gate fee charged by the Community Association.

If a portion of purchase price is financed, add:

8. Florida Documentary Stamp Tax on the mortgage at the rate of \$0.35 per \$100 (or fraction thereof) of principal amount of note secured by the mortgage.
9. Florida Intangible Tax on the mortgage equal to 2 mills (\$0.002) times the principal amount of note secured by the mortgage.
10. Fee to record the mortgage equal to \$6.00 for the first page and \$4.50 per page thereafter (size of mortgage depends on form used by lender).
11. Premium for the mortgagee's title insurance policy (approximately \$200.00 if issued simultaneously with owner's policy), if required.
12. Loan origination fee, points or other fees to the lender (to be determined by lender).
13. Fee for credit report and appraisal (depends on amount of fee charged lender by provider of such services).

Purchasers may also be required to purchase flood insurance to protect their unit. Purchasers should refer to Sections 15 and 16 of the Declaration for information pertaining to the purchasing of flood insurance and the use of any flood insurance proceeds to rebuild or repair the unit if damaged by flood.

Purchasers should also consider purchasing fire and casualty insurance for their unit, if not otherwise required by any applicable mortgagee. The Association does not carry fire and casualty insurance on the units or the dwellings contained therein.

XII. Identity of Developer:

Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., is the Developer of Laurel Lake Condominium. Florida Design Communities, Inc. is the owner of the real property upon which Laurel Lake Condominium is to be developed, and a copy of Florida Design Communities, Inc.'s affidavit indicating such ownership interest is attached hereto and made a part hereof as Exhibit "H."

Florida Design Communities, Inc. is the developer of single-family houses and condominiums at locations in Sun City Center, Florida; Plant City, Florida; Punta Gorda, Florida; Fort Myers, Florida; and Homestead, Florida.

Mr. Alfred Hoffman is the Chief Executive Officer of Florida Design Communities, Inc., directing the creation and sale of units at Laurel Lake Condominium and also at other condominiums at Sun City Center and Walden Lake in Hillsborough County, Florida, at Burnt Store

Marina in Punta Gorda, Florida, and at Keys Gate in Homestead, Florida. He has been in the business of developing communities in Florida for over ten (10) years, and specifically has been in the business of developing condominiums for over three (3) years. In addition to Mr. Hoffman, there are various officers of the Developer with many years of experience in developing condominiums.

75  
A

PREPARED BY AND TO BE RETURNED TO:  
Robert S. Freedman, Esquire  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
Post Office Box 3239  
Tampa, Florida 33601-3329

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

DECLARATION OF CONDOMINIUM  
FOR  
LAUREL LAKE CONDOMINIUM

Section 1: Introduction and Submission . . . . .	-1-
Section 2: Definitions . . . . .	-1-
Section 3: Description of Condominium, Present and Future Phases . . . . .	-3-
Section 4: Restraint upon Separation and Partition of Common Elements . . . . .	-8-
Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights . . . . .	-8-
Section 6: Amendments . . . . .	-9-
Section 7: Maintenance and Repairs . . . . .	-11-
Section 8: Additions, Alterations or Improvements by the Association . . . . .	-12-
Section 9: Additions, Alterations or Improvements by Unit Owner . . . . .	-13-
Section 10: Additions, Alterations or Improvements by Developer . . . . .	-14-
Section 11: Operation of the Condominium by the Association; Powers and Duties . . . . .	-14-
Section 12: Management Agreement . . . . .	-17-
Section 13: Determination of Assessments . . . . .	-18-
Section 14: Collection of Assessments . . . . .	-18-
Section 15: Insurance . . . . .	-20-
Section 16: Reconstruction or Repair After Fire or Other Casualty . . . . .	-24-
Section 17: Condemnation . . . . .	-25-
Section 18: Occupancy and Use Restrictions . . . . .	-27-
Section 19: Selling, Leasing and Mortgaging of Units . . . . .	-28-
Section 20: Compliance and Default . . . . .	-29-
Section 21: Termination of Condominium . . . . .	-29-
Section 22: Additional Rights of Mortgagees and Others . . . . .	-30-
Section 23: Disclaimer of Warranties . . . . .	-32-
Section 24: Mediation and Arbitration . . . . .	-32-
Section 25: Additional Provisions . . . . .	-32-

1995 MAY 12 PM 2:35  
95106121

ORIGINAL OF EXHIBIT NO. 1 CONSISTING OF THE CONDOMINIUM  
DRAWINGS IS RECORDED IN CONDOMINIUM BOOK 15, PAGE 82,  
OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.



Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., hereby declares:

### Section 1: Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Hillsborough County, Florida, as more particularly described in Exhibit No. 1 hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, and reserved rights of the Developer contained in this Declaration. The Condominium Property is also subject to:

(a) the easements and use rights created pursuant to that certain Easement Deed in favor of the City of Plant City recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, public records of Hillsborough County, Florida; and

(b) such other easements as shown on the Condominium Plat, as contained in any future amendments to this Declaration, or as declared by the Developer pursuant to reserved rights contained herein.

1.4 Name. The name by which this condominium is to be identified is LAUREL LAKE CONDOMINIUM (the "Condominium").

### Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time. The original Articles of Incorporation are attached hereto as Exhibit No. 2.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means LAUREL LAKE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time. The original By-Laws are attached hereto as Exhibit No. 3.

2.8 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units;

(b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, Common Elements or Limited Common Elements;

(d) The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements; and

(e) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.9 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the cost of mangrove trimming and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.10 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.11 "Community Association" means the Walden Lake Community Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

2.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.13 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and recorded in the Condominium Book and Page identified on the first (1st) page hereof and constituting Exhibit No. 1 hereto.

2.14 "Condominium Property" means the Land and improvements described in Section 1.1 hereof, subject to the limitations thereof and exclusions therefrom.

2.15 "County" means Hillsborough County, State of Florida.

2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be

amended from time to time.

2.17 "Developer:" means Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the Public Records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.18 "Dwelling" means the structure constructed on each Unit and used for residential purposes.

2.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least fifty-one percent (51%) of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.20 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Management Agreement" means and refers to that certain agreement attached to this Declaration as Exhibit No. 4 and made a part hereof, which provides for the operation and administration of the Condominium and the management of the Condominium Property.

2.22 "Management Firm" means and refers to Professional Community Services Corp., a Florida corporation, its successors and assigns. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Unit" or "Condominium Unit" is that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the plat aforescribed and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

### Section 3: Description of Condominium, Present and Future Phases

3.1 Identification of Units. Each such Unit is identified by a separate numerical designation

as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, consisting of a survey of the Land including the Units, a graphic description of the improvements located thereon, and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and Page identified on the first (1st) page hereof together with a copy of the legal description contained on the Condominium Plat is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) membership in the Association with the full voting rights appurtenant thereto; and (d) other appurtenances as may be provided by this Declaration or the Act. Phase I shall contain thirty-four (34) Units. Subject to unforeseen delays beyond the control of the Developer, the estimated latest date of completion of constructing, finishing and equipping Phase I is December 31, 1998. Proposed Phase II, if added to the Condominium, will be constructed, finished and equipped on or before seven (7) years after the date of the recording of this Declaration. The date of completion of this Condominium is an estimate only and subject to sales performance or building delays.

Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

3.2 Unit Boundaries. Each Unit shall consist of a discrete area of land plus the improvements constructed within each respective discrete area of land. Each such discrete area of land is designated as a distinct numbered plot on the Condominium Plat. Each Unit lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the Units as depicted on the Condominium Plat. In the event the actual physical location of any Dwelling constructed within a Unit at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Dwelling shall control over locations, dimensions and descriptions reflected on the Condominium Plat. If a wall or roof surface overhangs or part of a Dwelling encroaches unto the Common Elements, the overhanging specific portion of such Dwelling shall be a part of the Unit.

3.3 Property Which May Be Submitted to Condominium Form of Ownership. The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right at any time prior to seven (7) years after the recording date of this Declaration to submit to the condominium form of ownership, by amendment to this Declaration, the additional proposed phase depicted in Exhibit No. 1 hereto. Proposed Phase II, if added to the Condominium as presently anticipated to be constructed, shall contain thirty-one (31) Units. However, pursuant to Section 718.403(2)(b), proposed Phase II may contain a maximum of thirty-four (34) Units and a minimum of twenty-eight (28) Units. The total square footage under roof will depend upon the model selected; however, the Developer may alter the size of such models, provided that such models shall have no less than 1,000 square feet of living area and no more than 4,000 square feet of living area. A copy of the proposed condominium drawings for proposed Phase II is attached as Exhibit No. 1 to this Declaration. Such drawings show the real property which may constitute proposed Phase II and the approximate location of the Dwellings and Units.

The Developer is under no obligation to add proposed Phase II to the Condominium. If and when proposed Phase II is added to the Condominium, each Unit Owner's undivided share of the

Common Elements will change according to the provisions of Section 5 hereof, and the number of members in the Association will increase in accordance with Section 5 hereof.

**3.4 Amendment of Declaration Adding Phases.** Notwithstanding anything to the contrary contained herein or the provisions of Section 718.110, Florida Statutes, the Developer, pursuant to this Section 3.4 and Section 718.403(6), Florida Statutes, expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional proposed phase described in Section 3.3 above together with improvements thereon as part and parcel of this Condominium without consent thereof by the Association, Unit Owners (other than the Developer) or their mortgagees.

In order to submit proposed Phase II to condominium ownership, the Developer shall amend this Declaration as *aforedescribed* by filing an Amendment to Declaration among the public records of the County, which amendment shall describe and submit to condominium ownership such proposed Phase II and which amendment shall have attached thereto such certificates, surveys, plans and sketches as are required by the Act. Such amendment *need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and/or permanent financing on any of the properties of the Developer which have been submitted to condominium ownership under this Declaration, then only in that event shall it be mandatory for the Developer to obtain a joinder from said recognized lending institution to the amendment as provided for herein.*

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE TO CONDOMINIUM OWNERSHIP.

**3.5 Limited Common Elements.** To the extent applicable and subject to the provisions of this Declaration, each Unit may have, as *Limited Common Elements* appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) that portion of the Limited Common Elements, as detailed on the Condominium Plat, which surrounds each Unit and *directly touches the boundary of such Unit (which area shall not be deemed to include any portion of any wall or fence which connects or serves to connect certain Units);* (b) driveways connected to each Unit; (c) any porches or decks or similar structures which are constructed on the Common Elements and *connected with or adjacent to such Unit and for the use of the respective Unit Owner;* (d) light and electrical fixtures outside the Unit or attached to the exterior walls of the Dwelling; and (e) the lamppost light located at the entrance to each individual driveway. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common Expenses of the Condominium; provided, however, that: (a) each respective Unit Owner may utilize that portion of the Limited Common Elements, as detailed on the Condominium Plat, on the boundary of such Unit to plant flowers or to locate permanent equipment relating to a pool and/or spa which is constructed within the adjoining Unit by the Unit Owner (i.e. pump, motor, etc.), and if such area is so utilized, the respective Unit Owner shall be solely responsible for the maintenance, repair, replacement and/or reconstruction of such flowers and/or such equipment; (b) each Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixture(s) and, where applicable, light fixtures affixed to the exterior walls of a Unit; (c) each Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage as shall be determined from time to time by the Board of Directors; (d) each Unit Owner shall be responsible for maintaining, repairing and replacing any screening on the porch(es) and/or patio(s) connected or adjacent to the Dwelling; and (e) each Unit Owner shall be responsible for the maintenance of the lamppost light located at the entrance to each individual driveway, which maintenance shall include replacing the necessary light bulb for said lamppost light by the same color and bulb wattage as shall be determined from time to time by the Board of Directors. Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants and invitees of a Unit Owner, then

such Unit Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of said Unit.

3.6 Permitted Improvements. The following improvements shall be permitted to be constructed within and upon each Unit:

(a) By Developer. The Developer shall construct within each Unit a one (1) or two (2) story Dwelling which shall constitute a complete, integrated, architectural and structural residence.

(b) By Unit Owner. In the event any of the Units are conveyed by the Developer to Unit Owners without the aforesaid Dwelling having been constructed therein, those Unit Owners or their successors may add the same at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed architects, which shall be subject to the prior written approval of the majority of the members of the Board of Directors. The Board shall either grant such approval or deny the same based upon its decision as to whether the improvements shall be aesthetically pleasing and consistent with the design of Dwellings previously constructed within Units of the Condominium.

Each Unit Owner may construct a pool and/or spa within their Unit, and such construction must comply with the rules and regulations pertaining to same as promulgated from time to time by the Board of Directors. All pools and/or spas must be contained within a screened enclosure, and there shall be no impervious roofs atop such screened enclosures. All pools must be in-ground in nature and must be of concrete construction. Portable spas shall be permitted. Notwithstanding the foregoing, all pools and/or spas, together with such screened enclosures, shall require approval of the Board, or a committee designated by the Board and headed by an officer of the Association, prior to construction, so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Unit Owner shall submit plans and specifications as required by the Board. The Board or a Board-designated committee shall review such plans and issue a written statement either approving such plans and specifications or disapproving same together with an explanation for such disapproval.

3.7 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. There shall be an easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, the Common Elements, and the Limited Common Elements.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof (including, but not limited to, proposed Phase II), or any part thereof, or any improvements or Units located or to be located thereon (including, but not limited to, proposed Phase III), or any improvements to be located on real property adjacent to the Condominium Property, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the overall Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(g) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements.

(h) A mutual easement in favor of each Unit Owner and resident, their guests and invitees, shall exist over, across and through all areas contained within a Unit, except for that area within the Dwelling thereon and that area of a Unit in which a screened enclosure, containing a pool and/or spa, has been constructed by the Unit Owner.

(i) All easements described or shown on the Condominium Plat.

(j) Until such time as the Developer (i) completes and sells all of the Units in Phase I, and (ii) either completes and sells all of the Units in proposed Phase II or notifies the Unit Owners in Phase I of its intention not to add proposed Phase II to the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Dwellings to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Dwellings in connection with such construction and development. No

Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Dwellings within the Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

(k) An easement is hereby granted to the Community Association for purposes of maintaining, repairing, replacing and reconstructing any or all portions of any bicycle paths located on the Condominium Property; provided, however, that in the event the Community Association elects not to conduct such activities as aforescribed, such easement shall cease to exist in favor of the Community Association, in which event the Association shall be responsible for such maintenance, repair, replacement and reconstruction. A perpetual easement is also hereby declared for the benefit of Walden Lake property owners and their guests, licensees, invitees and tenants to permit pedestrian and bicycle ingress and egress over and across such bicycle paths as are located on the Condominium Property.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

### 3.8 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

### Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately



described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and  
Share of Common Expenses; Voting Rights

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) Upon recordation of the Declaration submitting Phase I to condominium ownership, each Unit in Phase I shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus equal to one-thirty-fourth (1/34th) of one hundred percent (100%). This percentage shall be ascertained by dividing one (1) (numerator) by the total number of Units in Phase I (denominator), the resulting figure being the undivided share of the Common Expenses attributable to each Unit in Phase I prior to recordation of any amendment submitting Units to condominium ownership.

(b) If and when proposed Phase II is completed and submitted to condominium ownership as set forth in Section 3 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the condominium form of ownership on the following basis:

(i) The adjusted percentage of the undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed by dividing one (1) (numerator) by the accumulative total of all Units submitted to condominium ownership pursuant to the Declaration and any amendment thereto (denominator) (upon submission of proposed Phase II to condominium ownership as presently anticipated to be constructed, each Unit in the Condominium shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and Common Surplus equal to one/sixty-fifth (1/65th) of one hundred percent (100%)).

(ii) The adjusted percentage of the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit shall automatically take effect on the recordation of the amendment submitting proposed Phase II to condominium ownership pursuant to this Declaration.

(iii) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

REF:7755PG 132

## Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium drawings constituting Exhibit No. 1 hereto) may be amended by affirmative vote of the Owners of seventy-five percent (75%) of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

### 6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the condominium drawings, recorded herewith as Exhibit No. 1, and this Declaration until such time as fifty-one percent (51%) of the Units have been sold. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Developer has sold all Units and has transferred control of the Condominium to the Association or on December 31, 1999, whichever shall occur first.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors, and Section 718.403(1), Florida Statutes, to add phases as provided for herein.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.5 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

#### Section 7: Maintenance and Repairs

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following:

- (i) all drainage and stormwater management systems, private streets and adjacent drainage;
- (ii) all water and wastewater lines and piping serving the Units of the Condominium;
- (iii) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;
- (iv) any gated entrance(s) to the Condominium Property and all matters associated therewith;
- (v) any and all walls and/or fences which are connected to and which serve to connect certain Units; and
- (vi) all portions of any landscaping islands located at the entrance to the Condominium Property (regardless of whether all or a portion of any such islands are located within the Condominium Property).

However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements surrounding such Unit, as shown on the Condominium Plat, in accordance with Section 3.5 herein or as otherwise contemplated herein.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

- (i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all landscaping, sprinkling systems, and lawn and grass areas therein, any

subsurface defect(s) or condition(s) which exist on or below the surface of the Land as defined herein, and all water and wastewater lines and piping located within or below the foundation of the Dwelling or otherwise lying beneath or within the Unit, except as otherwise stated in sub-paragraph (ii) below. The costs of the aforementioned maintenance shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, including the Dwelling, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to:

(A) The entire Dwelling located within a Unit, including, without limitation, exterior walls, interior walls, roofs (including any portions of same which overhang any portion of the Common Elements), supports and foundations;

(B) All exterior doors, windows and screens of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Dwellings within Units of the Condominium;

(C) Exterior paint of all wall and door surfaces;

(D) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(E) All built-in shelves, cabinets, counters, storage areas and closets;

(F) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Dwelling;

(G) All bathroom fixtures, equipment and apparatuses;

(H) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Dwelling, and all electric lines between the Dwelling and its individual service panel or meter;

(I) All interior doors, non-load-bearing walls, partitions, and room dividers;

(J) All furniture, furnishings and personal property contained within the respective Dwelling;

(K) If applicable, all of the area of the Unit encompassed within and below the surface of the screened enclosure which contains a pool and/or spa constructed and erected by a Unit Owner in accordance with Section 3.6(b) herein. Such maintenance shall include all landscaping installed by the Unit Owner contained within such screened enclosure;

(L) If applicable, all piping located beneath the surface of the Unit which has been installed by the Unit Owner in connection with the Unit Owner's construction of a pool and/or spa; and

(M) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all exterior painting and all architectural or structural modifications to the exterior of the Dwelling must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate rules and regulations in accordance with the foregoing.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of Five Thousand and No/100 Dollars (\$5,000.00) in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate Five Thousand and No/100 Dollars (\$5,000.00) or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 To the Common Elements. After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to Limited Common Elements of this Condominium, other than those contemplated under Section 3.5 herein, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the voting interests of the Condominium, provided that no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

9.2 To the Units. Except as otherwise reserved by the Developer or detailed in Section 3.6(b) herein, no Unit Owner shall make any alteration or improvement to such Unit Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Dwelling located within the Unit so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the Dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the Dwelling originally located within his Unit. Other alterations or improvements to a Unit (including but not limited to landscaping that portion of the Unit outside the Dwelling and any attached enclosure or the enclosing or screening in of any porch or patio within the Unit) which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the By-laws.

9.3 Indemnification by Unit Owners. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association

and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

**Section 10: Additions, Alterations or Improvements by Developer**

The foregoing restrictions of Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Dwelling located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Dwelling; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 10 may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

**Section 11: Operation of the Condominium by the Association; Powers and Duties**

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units or the Dwellings thereon.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records,

enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the several condominium properties and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the several condominium properties and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association. The Association, through its Board of Directors, has entered into a Management Agreement, attached hereto as Exhibit No. 4, which encompasses the provisions of this subparagraph (d).

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to acquire, lease, mortgage, and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors, and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions hereof.



NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, HILLSBOROUGH COUNTY, PLANT CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

11.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

11.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of

Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer and Management Firm without their respective written consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section 11 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

11.8 Binding Effect of Condominium Documents. Every Unit Owner of a Condominium Parcel, whether having acquired such ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation and By-Laws of the Association, the provisions of this Declaration and the Management Agreement. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

#### Section 12: Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto and made a part hereof as Exhibit No. 4. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Condominium Parcel in this Condominium, said owner shall be deemed to have agreed to, confirm and ratify the following:

12.1 Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

12.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

12.3 Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

12.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

12.5 It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

12.6 The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

### Section 13: Determination of Assessments

13.1 General Assessment. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget of Common Expenses adopted shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

13.2 Special and Capital Improvement Assessments. In addition to General Assessments, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed Five Thousand and No/Dollars (\$5,000.00) or cause the total Assessments levied to exceed one hundred fifteen percent (115%) of Assessments for the proceeding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

Section 14: Collection of Assessments

The General Assessment, Special Assessments and Capital Improvement Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the grantee for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be fifteen percent (15%). Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee, and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida, and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment. The foregoing application of funds received shall be applicable despite any

restrictive endorsement, designation, or instruction placed on or accompanying a payment.

14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Guarantee. If in the purchase agreement or by other means pursuant to the Act Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Unit Owners.

#### Section 15: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee". The Board of Directors of the Association shall have the option, in its sole discretion, of appointing an Insurance Trustee hereunder. The term "Insurance Trustee" shall

also include the Board of Directors if the Board of Directors fails or elects not to appoint such Trustee, in which case the Board of Directors will perform directly all obligations imposed upon such Trustee by this Declaration. If the Insurance Trustee shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall have the option, in its sole discretion, of appointing a successor Insurance Trustee. Fees and expenses of any Insurance Trustee shall be Common Expenses.

#### 15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and such policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One (1) copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their Dwelling and their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of one hundred percent (100%) of the current replacement cost of the Unit and the Dwelling contained therein, or the maximum amount of flood insurance available with regard to such property.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the Units in the Condominium.

The Unit Owner shall be solely responsible for insuring any equipment relating to a pool and/or spa owned by said Unit Owner but located within the Limited Common Elements by the Unit Owner in accordance with Section 3.5 herein.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within his Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(a) Casualty. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by Law.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm and its respective employees and agents, one (1) or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance

or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employee may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.



(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

#### Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board of Directors shall act as if it were the Insurance Trustee hereunder.

If seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

Whenever in this Section 16 the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then applicable building and other codes.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (a) Association - Lesser Damage. If the amount of the estimated costs of recon-

struction and repair which are the responsibility of the Association is less than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units and the Dwellings contained therein, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit and the Dwelling contained therein, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit and the Dwelling contained therein, to the repair and/or reconstruction of such Unit and the Dwelling contained therein; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section 17. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17.5:

(a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

#### Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Occupancy. Each Unit and the Dwelling therein shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Antennae. No antenna or aerial may be erected or installed on the exterior walls of a Building or on the Limited Common Elements or Common Elements, which includes the roof, without obtaining the prior written consent of the Association.

18.3 Fences Constructed by a Unit Owner. No fences shall be constructed by a Unit Owner within or surrounding a Unit. If desired by a Unit Owner and approved in writing by the Board or a committee designated by the Board and headed by an officer of the Association prior to construction, fences shall be permitted in the Limited Common Elements appurtenant to a Unit for the sole and limited purpose of enclosing any equipment, relating to a pool and/or spa, erected by the Unit Owner pursuant to Section 3.5 herein.

18.4 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Unit Owner or occupant without prior written consent of the Board of Directors. The foregoing includes signs within a Unit which are visible from outside the Unit. No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

18.5 Nuisances. No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of

annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

18.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 18.

#### Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

19.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm.

19.2 Leases. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease his Unit without further approval. However, the Unit Owner renting or leasing his Unit shall promptly notify the Management Firm or each renter and the term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Management Agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 19.

#### Section 20: Compliance and Default

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles or By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

#### Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning one hundred percent (100%) of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages

and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

This Section 21 may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

#### Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within thirty (30) days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of fifty-one percent (51%) or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written

request, to timely written notice of any such loss.

22.4 The consent of Owners holding at least seventy-five percent (75%) of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in Assessments that raise the previously Assessment by more than twenty-five percent (25%), Assessment liens or the priority of Assessment liens;
- (c) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (d) Hazard or fidelity insurance requirements;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Property;
- (g) Boundaries of any Unit;
- (h) The reallocation of interests in the Common Elements or Limited Common Elements or the rights to their use;
- (i) Convertibility of Units into Common Elements or of Common Elements into Units;
- (j) Leasing of Units;
- (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- (l) Any decision by the members of the Association to establish self-management and terminate the management responsibilities, duties and contractual obligations of the Management Firm (provided, however, that this provision (1) shall apply only if the Condominium contains fifty (50) or more Units, and (2) shall be superseded by the provisions of Section 718.302(1), Florida Statutes, in the event of conflict between such statute and this subparagraph);
- (m) The expansion (other than the proposed phase described in this Declaration) or contraction of the Condominium Property, or the addition (other than the proposed phase described in this Declaration), annexation, or withdrawal of property to or from the Condominium;
- (n) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or
- (o) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

22.5 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the



Association of any damage to or destruction or taking of the common elements if such damage or destruction or taking exceeds Ten Thousand and No/100 Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand and No/100 Dollars (\$1,000.00).

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit owners in accordance with Section 718.302(1), Florida Statutes.

22.9 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

Section 23: Disclaimer of Warranties

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Mediation and Arbitration

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

Section 25: Additional Provisions

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one

(1) person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

25.4 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two (2) separate capacities.

25.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

25.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

25.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

25.9 Gender: Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

25.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 5th day of May, 1995.

WITNESSES:

FLORIDA DESIGN COMMUNITIES, INC.,  
A DELAWARE CORPORATION, FORMERLY  
KNOWN AS SUN CITY CENTER CORP.

Rachel L. Bedford  
Name: Rachel L. Bedford

By: N. Condorosis  
Name: N. CONDOROSIS  
Title: SENIOR VICE PRES.

Cindy Zingg  
Name: Cindy Zingg

Attest: Patricia A. Kelsey  
Name: Patricia A. Kelsey  
Title: Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

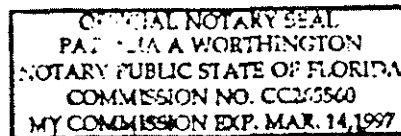
The foregoing instrument was acknowledged before me this 5th day of May, 1995, by Nick Condorosis and Patricia A. Kelsey, as Sr. Vice President and Assistant Secretary, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp., on behalf of the corporation, as Developer of Laurel Lake Condominium. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Patricia A. Worthington  
(Signature)  
Name: Patricia A. Worthington  
(Legibly Printed)  
Notary Public, State of Florida

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



LAUREL LAKE CONDOMINIUM
OVERVIEW OF PHASE I & PROPOSED PHASE II
IF SUBMITTED FOR CONDOMINIUM OWNERSHIP
SECTION 6 TOWNSHIP 29 SOUTH, RANGE 22 EAST,
HILLSBOROUGH COUNTY, FLORIDA
CITY OF PLANT CITY

OFF. REC. 7755 PG 159

LEGAL DESCRIPTION OVERALL (PHASE I AND PROPOSED PHASE II).

NOTES

- 1. Description of Common Elements:
A. The land encompassed by the property description which is set in the east boundary or that is a part of the limited common elements.
B. All parts of the improvements not included within this unit.
C. The property, and installations for furnishing utility service to more than one unit or to the common elements.
D. The tangible personal property required for maintenance and operation of the condominium property.
E. Such other property as may be provided for in the Declaration of Condominium.
F. Any and all wells which serve to connect units.

- 2. Description of Limited Common Elements:
Limited Common Elements shall include, a three (3) foot perimeter around each cluster of connected units, the driveway providing access from the internal roadways to the units, any porches, decks or similar structures constructed on the Common Elements connected or adjacent to each unit, and any other items described in the Declaration of Condominium. Limited Common Elements shall terminate at, and shall not extend into Wetland Conservation Areas.

3. An easement is hereby granted and reserved upon and applicable to all common elements and limited common elements and other property described herein for the construction, use and maintenance of all utilities whether public or private (including but not limited to cable television and Electric Power), for drainage and maintenance and care of the drainage system, for or associated with the maintenance, repair, and operation of the condominium property and roadways adjacent thereto, the pedestrian and vehicular ingress and egress for construction, maintenance and operation in general, and for all other purposes as more specifically set forth in the Declaration of Condominium for the condominium to which the drawing pertains.

A parcel of land lying in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: COMMENCING at the Northeastly most corner of Walden Lake Unit 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida; thence Southerly along the Easterly right-of-way line of West Timberlane Drive 105.83 feet, said right-of-way being a curve concave to the East subtended by a chord which bears S 09°04'33"W, a distance of 105.78 feet, having a radius of 950.00 feet and a central angle of 06°22'58"; thence departing said right-of-way line via N 84°11'28"W, a distance of 100.00 feet to THE POINT OF BEGINNING, said point being on a curve concave to the East, having a radius of 1050.00 feet and a central angle of 04°21'26"; thence Southerly along the arc of said curve 79.85 feet, thence arc also being the Westerly right-of-way line of West Timberlane Drive, said arc being subtended by a chord which bears S 03°41'55"W, a distance of 79.83 feet to the curve end; thence continuing along said right-of-way line S01°31'12"W a distance of 515.13 feet to the beginning of a curve concave to the West having a radius of 450.00 feet and a central angle of 53°08'48"; thence along the arc of said curve 417.41 feet, said arc subtended by a chord which bears S 28°05'36"W a distance of 402.61 feet to the end of said curve; thence S 54°40'00"W along said right-of-way line 470.00 feet to the beginning of a curve concave Southeasterly, having a radius of 1050.00 feet and a central angle of 05°14'42"; thence along the arc of said curve 96.12 feet, said arc subtended by a chord which bears S 32°02'39"W a distance of 96.09 feet; thence departing said right-of-way line the following: N 40°34'42"W a distance of 157.11 feet, thence N 17°15'21"W, 144.30 feet; thence N 15°03'17"W, 349.05 feet; thence N 40°24'06"E, 145.15 feet; thence N 17°25'46"E, 120.03 feet; thence S 87°14'34"E a distance of 149.80 feet; thence N 62°37'38"E, 262.81 feet; thence N 39°36'01"E, 210.18 feet; thence S 79°19'46"E, 203.19 feet; thence S 89°41'41"E a distance of 82.77 feet to THE POINT OF BEGINNING. Containing 18.653 acres more or less.

LEGAL DESCRIPTION: PHASE I

A parcel of land lying in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: COMMENCING at the Northeastly most corner of Walden Lake Unit 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida; thence Southerly along the Easterly right-of-way line of West Timberlane Drive 105.83 feet, said right-of-way being a curve concave to the East subtended by a chord which bears S 09°04'33"W, a distance of 105.78 feet, having a radius of 950.00 feet, and a central angle of 06°22'58"; thence N 84°11'28"W, a distance of 100.00 feet to THE POINT OF BEGINNING, said point being on a curve concave to the East, having a radius of 1050.00 feet, a central angle of 06°22'58"; and a chord of 79.83 feet bearing S 03°41'55"W; thence 79.85 feet along an arc (said arc also being the Westerly right-of-way line of West Timberlane Drive) to the end of said curve; thence continue along said right-of-way line S 01°31'12"W a distance of 296.93 feet; thence departing said right-of-way line via the following courses: 1.) S 80°58'47"W, 179.13 feet, 2.) S 20°12'11"W, 128.07 feet, 3.) S 73°54'58"W, 89.21 feet, 4.) S 21°02'53"W, 45.89 feet, 5.) S 44°00'21"W, 66.43 feet, 6.) S 40°01'36"W, 44.34 feet, 7.) S 04°17'53"W, 49.34 feet, 8.) N 58°14'58"W, 40.71 feet, 9.) N 02°23'02"W, 39.57 feet, 10.) N 17°12'20"W, 72.44 feet, 11.) S 72°28'39"W, 97.29 feet, 12.) S 09°35'25"W, 41.71 feet, 13.) S 75°40'48"W, 18.75 feet, 14.) S 66°54'02"W, 80.75 feet, 15.) S 73°48'29"W, 99.60 feet, 16.) S 73°44'57"W, 66.34 feet to the Westerly boundary line of the described property; thence along the boundary line of said property the following courses: N 15°03'17"W, 303.62 feet; thence N 40°24'06"E, 145.15 feet; thence N 17°25'46"E, 120.03 feet; thence S 87°14'34"E, a distance of 149.80 feet; thence N 62°37'38"E, 262.81 feet; thence N 39°36'01"E, 210.18 feet; thence S 79°19'46"E, 203.19 feet; thence S 89°41'41"E a distance of 82.77 feet to THE POINT OF BEGINNING. Said Phase I containing 10.053 acres, more or less.

LEGAL DESCRIPTION: PHASE II (PROPOSED)

A parcel of land lying in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: COMMENCING at the Northeastly most corner of Walden Lake Unit 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida; thence Southerly along the Easterly right-of-way line of West Timberlane Drive 105.83 feet, said right-of-way being a curve concave to the East subtended by a chord which bears S 09°04'33"W, a distance of 105.78 feet, having a radius of 950.00 feet, and a central angle of 06°22'58"; thence N 84°11'28"W, a distance of 100.00 feet to THE POINT OF BEGINNING, said point being on a curve concave to the East, having a radius of 1050.00 feet, a central angle of 06°22'58"; and a chord of 79.83 feet bearing S 03°41'55"W; thence 79.85 feet along an arc (said arc also being the Westerly right-of-way line of West Timberlane Drive) to the end of said curve; thence continue along said right-of-way line S 01°31'12"W a distance of 296.93 feet to THE POINT OF BEGINNING OF PHASE II; thence continue along said Westerly right-of-way line S 01°31'12"W a distance of 218.20 feet to the beginning of a curve concave to the West having a radius of 450.00 feet, a central angle of 53°08'48", and a chord of 402.61 feet which bears S 28°05'36"W; thence Southeasterly 417.41 feet along the arc of said curve to the curve end, thence S 54°40'00"W, a distance of 470.00 feet; thence departing said right-of-way line the following courses: 1.) N 40°34'42"W, a distance of 157.11 feet, 2.) N 17°15'21"W, a distance of 144.30 feet, 3.) N 15°03'17"W, a distance of 245.43 feet, 4.) N 73°44'57"E, a distance of 66.34 feet, 5.) N 73°48'29"E, a distance of 99.60 feet, 6.) N 66°54'02"E, a distance of 80.75 feet, 7.) N 75°40'48"E, a distance of 18.75 feet, 8.) N 09°35'25"E, a distance of 41.71 feet, 9.) N 72°28'39"E, 97.29 feet, 10.) S 17°12'20"E, a distance of 72.44 feet, 11.) S 02°23'02"E, a distance of 39.57 feet, 12.) S 58°14'58"E, a distance of 40.71 feet, 13.) N 84°17'53"E, a distance of 49.39 feet, 14.) N 48°01'36"E, a distance of 44.34 feet, 15.) N 44°00'21"E, a distance of 66.43 feet, 16.) N 21°02'53"E, a distance of 45.89 feet, 17.) N 02°49'00"E, a distance of 100.63 feet, 18.) N 73°54'58"E, a distance of 89.21 feet, 19.) N 20°12'11"E, a distance of 128.07 feet; thence N 89°58'47"E, a distance of 179.13 feet to THE POINT OF BEGINNING. Said PHASE II containing 8.600 acres more or less.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That this proposed plat of LAUREL LAKE CONDOMINIUM, consisting of 4 sheets, together with the Declaration of Condominium, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. The construction of this road/easement is NOT substantially complete.

ADVANTAGE SURVEYING, INC. DATE 05/01/95

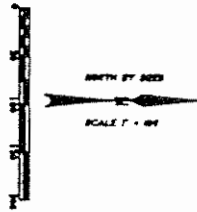
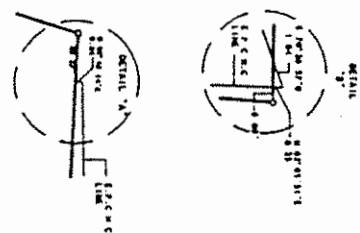
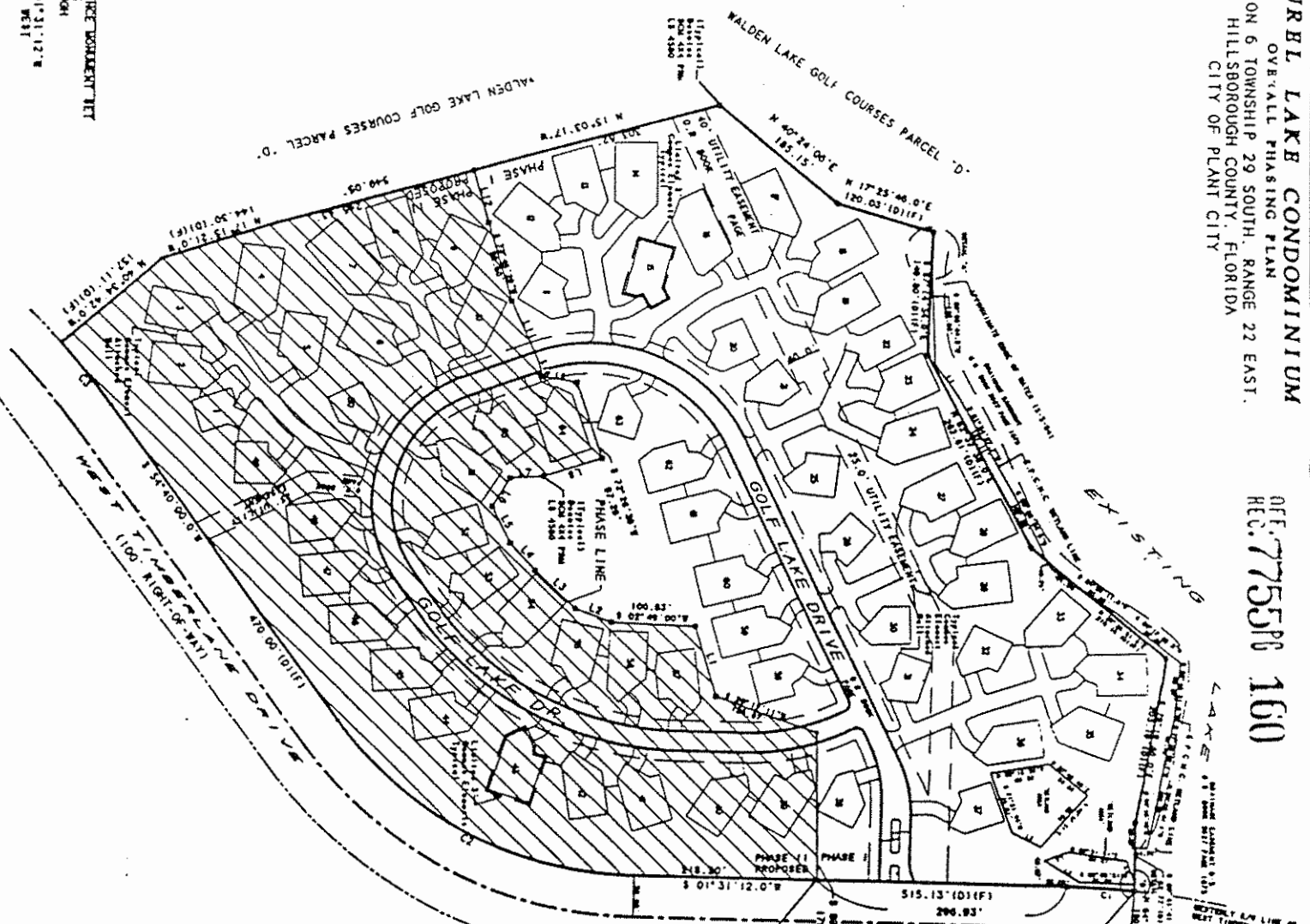
Signature of Raymond T. Parsons, Reg. Fla. Land Surveyor No. 4580

Exhibit No. 1 to the Declaration of Condominium

**LAUREL LAKE CONDOMINIUM**  
 OVERALL PHASING PLAN  
 SECTION 6 TOWNSHIP 29 SOUTH, RANGE 22 EAST,  
 HILLSBOROUGH COUNTY, FLORIDA  
 CITY OF PLANT CITY

OFF: 775506 160  
 REC: 775506 160

REPORT PREPARED BY  
 E. J. C. H. C. ENVIRONMENTAL PROTECTION  
 COMMISSION OF HILLSBOROUGH  
 COUNTY, FLORIDA.  
 BEARINGS BASED ON DEED BEARING OF S 01° 31' 12" W  
 FOR THE WESTERN RIGHT OF WAY LINE OF WEST  
 TIMBERLAKE DRIVE.



POINT OF BEGINNING OVERALL & PHASE I  
 POINT OF BEGINNING PHASE II (PROPOSED)  
 EASTERN END LINE WEST TIMBERLAKE DRIVE  
 POINT OF BEGINNING WEST TIMBERLAKE DRIVE  
 EAST END LINE WEST TIMBERLAKE DRIVE  
 WEST END LINE WEST TIMBERLAKE DRIVE

LINE TABLE FOR PHASE LINE

LINE	BEARING	DISTANCE
L 1	S 72° 54' 58" W	60.21
L 2	S 21° 02' 51" W	43.88
L 3	S 70° 31' 12" W	44.24
L 4	S 21° 02' 51" W	44.24
L 5	S 46° 17' 53" W	44.24
L 6	S 56° 14' 58" W	40.77
L 7	S 67° 33' 07" W	26.37
L 8	S 17° 12' 20" W	41.71
L 9	S 70° 31' 12" W	40.77
L 10	S 21° 02' 51" W	40.77
L 11	S 64° 54' 02" W	40.77
L 12	S 72° 44' 37" W	44.24

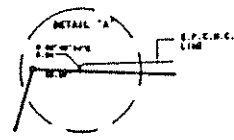
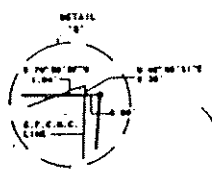
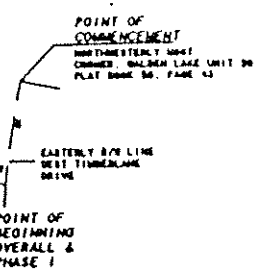
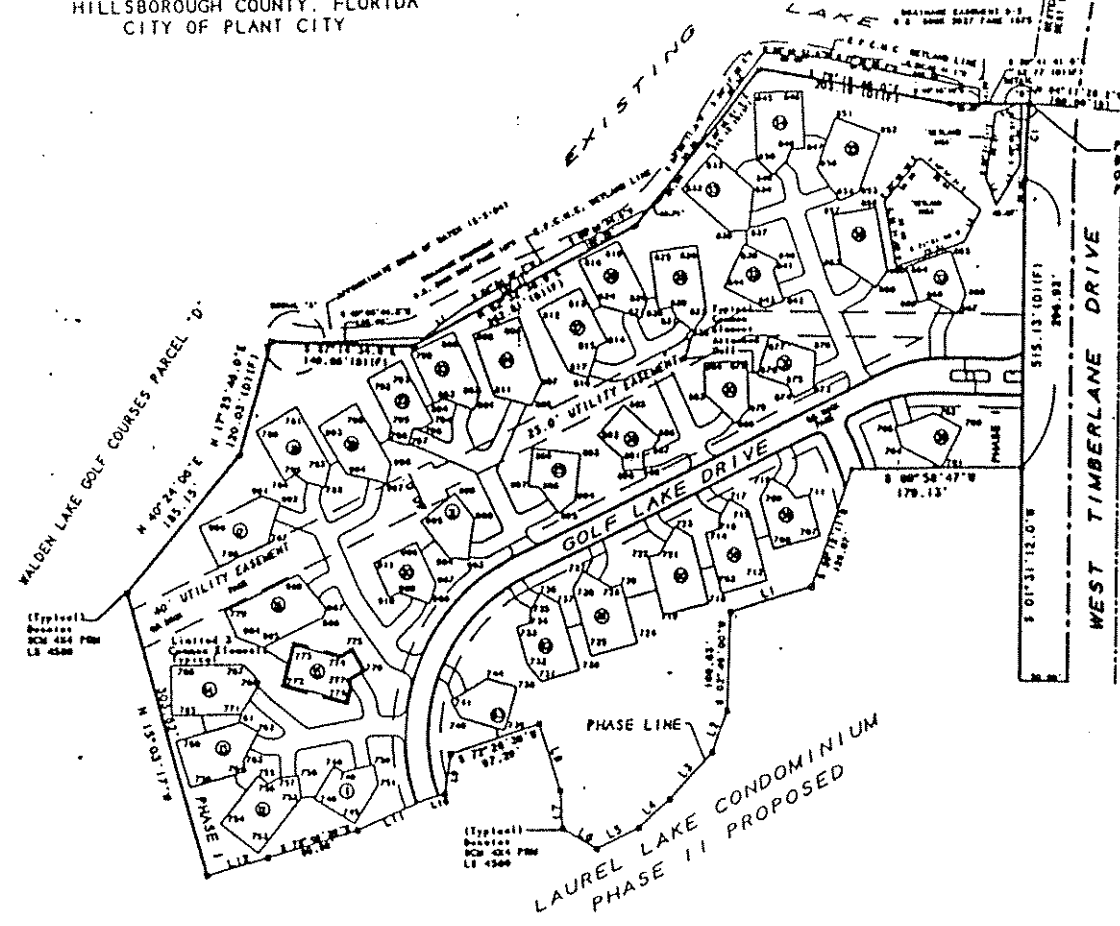
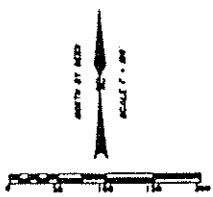
CHORD & LINE TABLE (SUBSEQUENT S.P.S.C. LINE)

CHORD	BEARING	DISTANCE	CHORD	BEARING	DISTANCE
C 1	S 72° 54' 58" W	70.00	C 1	S 72° 54' 58" W	70.00
C 2	S 21° 02' 51" W	50.00	C 2	S 21° 02' 51" W	50.00
C 3	S 70° 31' 12" W	50.00	C 3	S 70° 31' 12" W	50.00
C 4	S 21° 02' 51" W	50.00	C 4	S 21° 02' 51" W	50.00
C 5	S 46° 17' 53" W	50.00	C 5	S 46° 17' 53" W	50.00
C 6	S 56° 14' 58" W	50.00	C 6	S 56° 14' 58" W	50.00
C 7	S 67° 33' 07" W	50.00	C 7	S 67° 33' 07" W	50.00
C 8	S 17° 12' 20" W	50.00	C 8	S 17° 12' 20" W	50.00
C 9	S 70° 31' 12" W	50.00	C 9	S 70° 31' 12" W	50.00
C 10	S 21° 02' 51" W	50.00	C 10	S 21° 02' 51" W	50.00
C 11	S 64° 54' 02" W	50.00	C 11	S 64° 54' 02" W	50.00
C 12	S 72° 44' 37" W	50.00	C 12	S 72° 44' 37" W	50.00

**ADVANTAGE SURVEYING, INC.**  
 1715 NORTH PARSONS AVE  
 BRANDON, FLORIDA 33510  
 TELEPHONE: (813) 694-8761

**LAUREL LAKE CONDOMINIUM**  
 PHASE I  
 SECTION 6 TOWNSHIP 29 SOUTH, RANGE 22 EAST,  
 HILLSBOROUGH COUNTY, FLORIDA  
 CITY OF PLANT CITY

OFF. 7755 PG 161  
 REC. 7755 PG 161



LINE TABLE FOR PHASE LINE

LINE	BEARING	DISTANCE
L 1	S 77° 54' 56" W	66.21'
L 2	S 31° 00' 53" W	43.68'
L 3	S 44° 00' 33" W	64.43'
L 4	S 40° 01' 36" W	44.34'
L 5	S 64° 17' 53" W	40.30'
L 6	N 54° 14' 56" W	40.71'
L 7	N 00° 23' 49" W	36.37'
L 8	N 17° 13' 59" W	72.44'
L 9	S 00° 15' 15" W	41.71'
L 10	S 75° 46' 46" W	18.75'
L 11	S 64° 34' 02" W	60.75'
L 12	S 73° 44' 57" W	66.34'

CHORD & LINE TABLES (CORNER & E.P.C. LINE)

CHORD	BEARING	DISTANCE	CHORD BEARING
C 1	S 67° 11' 00" W	100.00'	S 67° 11' 00" W
C 2	S 67° 00' 00" W	100.00'	S 67° 00' 00" W
C 3	S 67° 11' 00" W	100.00'	S 67° 11' 00" W
C 4	S 67° 00' 00" W	100.00'	S 67° 00' 00" W

LINE	BEARING	DISTANCE
L 1	S 30° 04' 40" W	40.24'
L 2	S 70° 38' 12" E	80.48'
L 3	S 67° 40' 30" W	40.17'
L 4	S 30° 01' 00" W	30.00'
L 5	S 67° 51' 30" W	30.00'

LEGEND:  
 TRIP DENOTES PERMANENT REFERENCE MONUMENT SET  
 E.P.C.N.C. ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, FLORIDA

**LAUREL LAKE CONDOMINIUM**  
**PROPOSED PHASE II**  
 SECTION 6 TOWNSHIP 29 SOUTH, RANGE 22 EAST,  
 HILLSBOROUGH COUNTY, FLORIDA  
 CITY OF PLANT CITY

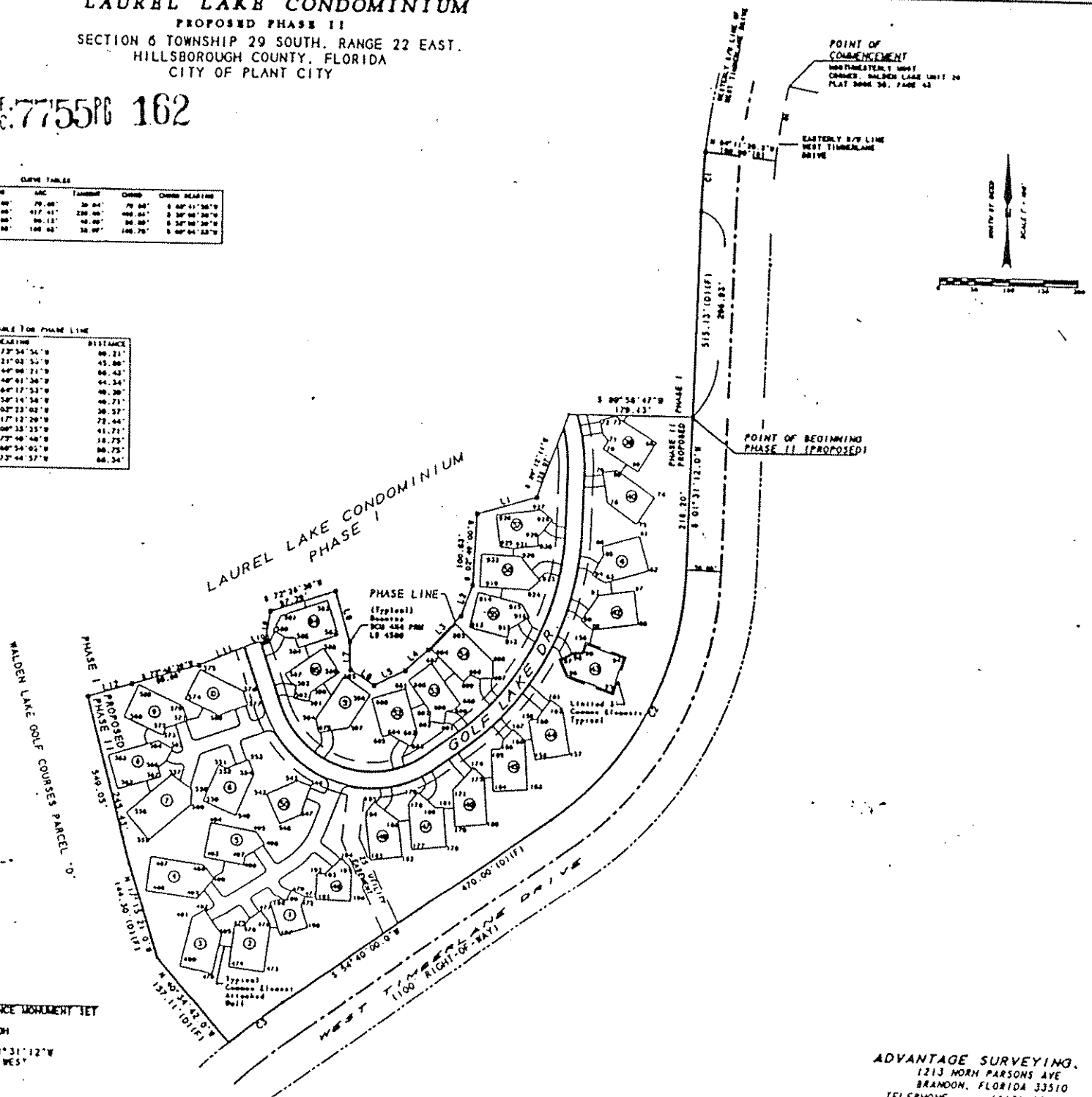
OFF. 7755PG 162

CURVE TABLE

CURVE	BEARS ANGLE	ADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	04°31'36"	3400.00'	79.00'	79.00'	30.01'	S 04°31'36"W
C 2	12°00'46"	400.00'	117.41'	230.00'	400.00'	S 30°00'30"W
C 3	04°14'42"	3400.00'	96.12'	40.00'	340.00'	S 30°00'30"W
C 4	04°32'58"	800.00'	148.42'	32.00'	168.76'	S 04°34'22"W

LINE TABLE FOR PHASE LINE

LINE	BEARING	DISTANCE
L 1	S 73°54'54"W	60.21'
L 2	S 21°02'52"W	45.00'
L 3	S 49°08'21"W	66.42'
L 4	S 04°41'50"W	64.24'
L 5	S 64°12'53"W	40.20'
L 6	S 50°14'54"W	40.71'
L 7	S 02°23'02"W	30.57'
L 8	S 17°12'20"W	72.44'
L 9	S 04°32'32"W	11.75'
L 10	S 73°40'40"W	18.75'
L 11	S 04°54'02"W	60.75'
L 12	S 73°44'57"W	66.34'



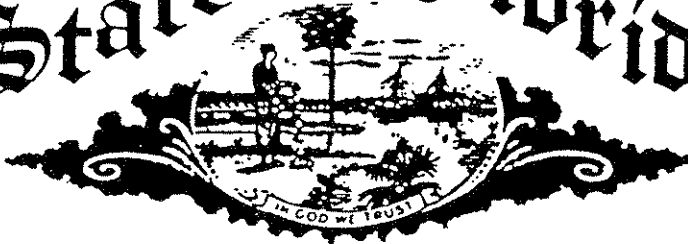
I.C.O.C.H. DENOTES PERMANENT REFERENCE MONUMENT SET  
 E.P.C.H.C. ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, FLORIDA  
 BEARINGS BASED ON DEED BEARING OF S 01°31'12"W FOR THE WESTERLY RIGHT OF WAY LINE OF WEST TIMBERLAKE DRIVE.

**ADVANTAGE SURVEYING, INC.**  
 1213 NORTH PARSONS AVE  
 BRANCON, FLORIDA 33510  
 TELEPHONE ..... (813) 884-6761



# State of Florida

OFF. 7755 PG 163  
REC. 7755 PG 163



## Department of State

I certify from the records of this office that LAUREL LAKE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 10, 1995.

The document number of this corporation is N95000002263.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Tenth day of May, 1995



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
LAUREL LAKE CONDOMINIUM ASSOCIATION, INC.

FILED  
55 MAY 10 PM 3:00  
SECRET

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be LAUREL LAKE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation."

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of Laurel Lake Condominium (the "Condominium"), located upon lands in Hillsborough County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto.

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors, or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and the Florida Condominium Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium, and to make such other special assessments against unit owners as the Declaration of Condominium shall provide, and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

(c) To maintain, repair, replace and operate the Condominium.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

- (e) To reconstruct improvements after casualty and further improve the Condominium.
- (f) To make and amend reasonable rules and regulations.
- (g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.
- (h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the common elements.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as common expenses.
- (l) To purchase a unit or units of the Condominium for any purpose and to hold, lease, mortgage or convey such units on terms and conditions approved by the Board of Directors.
- (m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.
- (n) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, and other sums due from unit owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the common elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

### ARTICLE III. DEVELOPER

FLORIDA DESIGN COMMUNITIES, INC., a corporation organized under the laws of Delaware, formerly known as Sun City Center Corp., shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as LAUREL LAKE CONDOMINIUM.

ARTICLE IV. TERM

The term for which this Corporation shall exist shall be perpetual.

ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Robert S. Freedman  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
One Harbour Place  
Tampa, Florida 33602

ARTICLE VI. OFFICERS

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one (1) year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the unit owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Patricia A. Kelsey	President
Nicholas H. Condorousis	Vice President
Milton Flinn	Secretary-Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) directors. Until control of the Corporation is transferred to unit owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Association.

The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

Patricia A. Kelsey	2020 Clubhouse Drive Sun City Center, Florida 33573
Nicholas H. Condorousis	2020 Clubhouse Drive Sun City Center, Florida 33573

Milton Flinn

2020 Clubhouse Drive  
Sun City Center, Florida 33573

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record owners of units in the Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If unit ownership is vested in more than one person then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each unit shall only be entitled to one (1) vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Association entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 2020 Clubhouse Drive, Sun City Center, Florida 33573, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation and the name of the initial registered agent at that address are:

Nicholas H. Condorousis  
2020 Clubhouse Drive  
Sun City Center, Florida 33573

ARTICLE XIII. INDEMNIFICATION

The Corporation shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 3<sup>rd</sup> day of May, 1995.

Robert S. Freedman  
ROBERT S. FREEDMAN, Incorporator

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1995, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation of LAUREL LAKE CONDOMINIUM ASSOCIATION, INC. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Dolorene M. Sackman

(Signature)

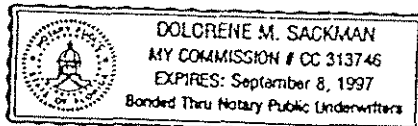
Name: Dolorene M. Sackman

(Legibly Printed)

Notary Public, State of Florida

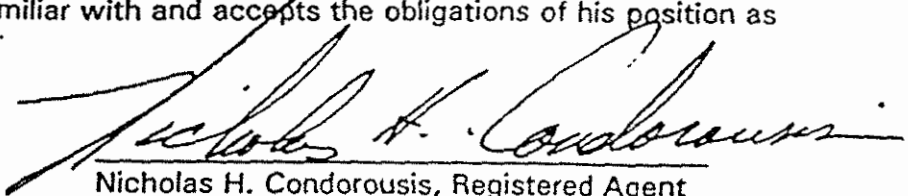
CC 313746

(Commission Number, if any)



ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for LAUREL LAKE CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

  
Nicholas H. Condorosis, Registered Agent

FILED  
95 MAY 10 11 30 AM  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**BY-LAWS OF  
LAUREL LAKE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I: IDENTITY**

LAUREL LAKE CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering Laurel Lake Condominium located in Plant City, Hillsborough County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 2020 Clubhouse Drive, Sun City Center, Florida 33573, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium, or in the Florida Condominium Act, the terms "Board of Directors" and "Board of Administration" shall be synonymous.

**ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS**

Section 1. Membership in the Association. Membership in the Association shall be limited to owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, said corporation may designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required by these By-Laws and the Declaration of Condominium shall be accompanied by application fee in an amount to be set by the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The owner(s) of each condominium Unit shall be entitled to one (1) vote for each Unit owned. If a condominium Unit owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a condominium Unit shall not be divisible.

(B) A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration of Condominium, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

**EXHIBIT NO. 3 TO THE DECLARATION OF CONDOMINIUM**



Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary not less than three (3) days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded owners of the Unit and filed with the secretary of the Association. If a Condominium Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one (1) person or by a corporation, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one (1) is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

### ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to mail or deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit owner of record at least fifteen (15) but not more than thirty (30) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined

to the matters stated in said notice. All notices shall be mailed to or served at the address of the Unit owner last furnished to the Association and posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section, to each Unit owner at the address last furnished to the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of Chapter 718, Florida Statutes. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit owners called for by the Condominium Act, the Declaration of Condominium or these By-Laws shall be made at a duly noticed meeting of Unit owners and shall be subject to all requirements of the Condominium Act or the Declaration of Condominium relating to Unit owner decision making, except that Unit owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration of Condominium, or any Florida Statute which provides for Unit owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

#### ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than three (3) nor more than nine (9) directors. There shall never be less than three (3) directors. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all

directors that the Developer is entitled to elect or designate need not be members. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof. Transfer of control of the Association from the Developer to the Unit owners shall be in accordance with the Condominium Act.

Section 2. First Board of Directors. The first Board of Directors of the Association named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(k), Florida Statutes, or the rules promulgated thereunder, or in accordance with any other applicable provisions of the Florida Condominium Act.

Section 4. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit owners other than the Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed

equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law.

Section 11. Notice to Developer. Until December 31, 1999, the Developer shall be entitled to attend the director's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 12. Waiver and Consent. Whenever the vote of the Directors at a meeting is required or permitted by any provision of the Florida Statutes or the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and the vote of Directors may be dispensed with if all the Directors who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 13. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, or these By-Laws, directed to be exercised and done by Unit owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect assessments including special assessments, enforce a lien for nonpayment thereof, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration of Condominium to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of said Declaration of Condominium. The Board of Directors shall also have the power to levy a fine against the owner of a Unit for the purposes specified in the Declaration of Condominium.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration of Condominium.

(D) To make and amend regulations respecting the operation and use of the

common elements and Condominium Property and facilities, and the use and maintenance of the condominium Units therein.

(E) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments and other sums due from Unit owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration of Condominium.

(G) To further improve of the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Condominium Act, subject to the provisions of the Declaration of Condominium and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit owners and to increase the assessments due or otherwise charge each Unit owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

Section 14. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the condominium documents and its exhibits.

#### ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One (1) person may not hold more than one (1) of the aforementioned (1) offices, except one (1) person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one (1) person holding only one (1) of the aforementioned (1) offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall

be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the Condominium which shall designate the name and current mailing address of the Unit owner, the amount of each assessment, the dates and amounts in which the assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which

reports the transferees may rely.

(E) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit owners of this Condominium or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit owners of this Condominium or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

#### ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration of Condominium.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board of Directors or as required by the Declaration of Condominium. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any Management Firm, under the terms of a Management Agreement, as to funds in its possession and/or control, shall determine in its sole discretion who is to be bonded, if any, among its employees, unless such employees control or disburse Association funds, in which case, such employees must be bonded in accordance with applicable provisions of Section 718.112, Florida Statutes. The cost of bonding an employee of an Association-designated Management Firm may be reimbursed by the Association. Notwithstanding the foregoing, the Association and/or any Management Firm shall not be obligated to obtain fidelity bonding of any persons in excess of any amounts stated in the Florida Condominium Act.

Section 3. Fiscal Or Calendar Year. The Association shall be on a fiscal year basis beginning on the first day of April each year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration of Condominium, water and sewer and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Provided, however, the Association shall not charge any fee against a Unit owner for the use of common elements or Association property unless such use is the subject of a lease between the Association and the Unit owner. Funds for the payment of common expenses shall be assessed against the Unit owners in the proportions or percentages of sharing common expenses as provided in the Declaration of Condominium and exhibits attached thereto. Said assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit owners not as common expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(C) An annual budget and level of assessment for common expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, to each Unit owner a notice of the Board of Directors meeting at which the budget will be considered not less than fifteen (15) days prior to said meeting. Such notice shall include a copy of the proposed annual budget and assessment as well as the time and place for the meeting which shall be open to the Unit owners. If the Association shall fail for any reason to adopt a budget and authorize an assessment prior to the beginning of the new fiscal year, the budget and assessment for the previous year shall be increased by fifteen percent (15%) and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit owners to the Board, shall call a special meeting of the Unit owners within thirty (30) days upon not less than fifteen (15) days' written notice to each Unit owner. At this special meeting, Unit owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without prior approval of the members representing a majority of all Units.



(D) All assessments shall be payable to the Treasurer of the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such assessments directly by an Association-designated Management Firm, and also subject to any specific applicable provisions in the Declaration of Condominium.

Section 5. Application of Payments and Commingling of Funds. All reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may be commingled in a single fund for purposes of investment or divided into more than one (1) fund as determined by the Association or such Management Firm as long as the Management Agreement remains in effect, or thereafter as the Board of Directors determines in its sole discretion. All assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration of Condominium, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit owner shall be in default in the payment of an installment upon any assessment, an Association-designated Management Firm or the Board of Directors may accelerate the monthly installment for the next three (3) months upon notice thereof to the Unit owner and, thereupon, the unpaid installments of the assessment together with the monthly assessments for the next three months shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit owner. The acceleration of installments may be repeated at the end of each three (3) month period thereafter if at the end of such period there remains any sums due and unpaid.

#### ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in Chapter 718, Florida Statutes, or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than four (4) months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

#### ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of thirty (30) days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and five (5) days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(A) An action at law to recover for its damage on behalf of the Association or

on behalf of the other Unit owners;

(B) An action in equity to enforce performance on the part of the Unit owner;

or

(C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit owner, sent to the Board of Directors, shall authorize any Unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes, against any owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than fourteen (14) days after reasonable notice, to the owner, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other unit owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than seventy-five percent (75%) of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of Chapter 718, Florida Statutes, or the regulations promulgated thereunder.

Section 2. Negligence or Carelessness of Unit Owner, Etc. Any Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness; or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 3. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law or in equity.

#### ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a condominium parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

#### ARTICLE X: AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

- (A) Notice of the meeting shall contain a statement of the proposed amendment.
- (B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a meeting called for such purpose.
- (C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting called for such purpose.
- (D) Said amendment shall be recorded and certified as required by the Condominium Act.
- (E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.
- (F) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the condominium documents without the written consent of the Developer.

**ARTICLE XI: NOTICES**

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration of Condominium to which these By-Laws and other exhibits attached to said Declaration.

**ARTICLE XII: INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XIV: LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

**ARTICLE XV: PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

**ARTICLE XVI: MORTGAGE REGISTER**

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Unit owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

**ARTICLE XVII: RULES AND REGULATIONS**

Section 1. In addition to the rules and regulations set forth in the Declaration of Condominium, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Condominium Units, common elements, limited common elements, and any other Condominium property, and also the conduct of all residents thereof. The Unit owners shall, at all times, obey said rules and regulations and

shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

Section 2. The sidewalk, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter upon the common elements except in such area and under the rules and regulations as determined by the Association.

Section 3. No fences shall be constructed by a Unit owner within or surrounding said Unit or the limited common elements adjoining or appurtenant to said Unit.

Section 4. The personal property of all Unit owners shall be stored within their condominium Units or in assigned storage space.

Section 5. No garbage cans, supplies, milk bottles, or other articles shall be placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. If applicable, fire exits shall not be obstructed in any manner, and the limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere within the Condominium property except within a Unit.

Section 6. Where applicable, no Unit owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall he sweep or throw any dirt or other substance from his Unit or limited common elements onto the common elements or any portion of the Condominium property.

Section 7. No Unit owner shall store or leave boats or trailers on the Condominium property. Refuse and bagged garbage shall be deposited only in the area provided therefor.

Section 8. Agents or employees of the Association shall not be sent off the Condominium property by any Unit owner at any time for any purpose. No Unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

Section 9. The parking facilities shall be used in accordance with the regulations adopted by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium property.

Section 10. No Unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit owners. No Unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium property. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit owner shall conduct or permit to be conducted,

vocal or instrumental instruction at any time.

Section 11. No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors of the Association, and said consent may be given as to certain Units and not given as to others.

Section 12. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board of Directors, and a Unit owner shall not place or use any item thereon or upon any portion of the common elements except with the approval and as designated by said Board.

Section 13. No cooking shall be permitted on any porch, patio or entry way nor on the limited common elements nor on the Condominium property, except in such area, if any, designated by the Board of Directors of the Association. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Condominium Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

Section 14. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

Section 15. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure.

Section 16. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors of the Association.

Section 17. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, common elements or limited common elements or other property of the Condominium or services made available to the Unit owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit owner.

Section 18. In the event of any conflict between the rules and regulations adopted or from time to time amended and the condominium documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration of Condominium shall prevail.

#### ARTICLE XVIII: ARBITRATION

All issues or disputes which are recognized by the Condominium Act or by administrative rules promulgated under the Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

#### ARTICLE XIX: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors of the Association may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 1995, by and between PROFESSIONAL COMMUNITY SERVICES CORP., a Florida corporation, (hereinafter called the "Management Firm") and LAUREL LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association"), which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto.

WITNESSETH:

WHEREAS, Association has been organized for the administration and operation of Laurel Lake Condominium (the "Condominium"); and

WHEREAS, the Management Firm is in the business of managing and providing maintenance for condominiums; and

WHEREAS, authority is granted in the Articles of Incorporation of the Association to enter into a contract providing for the management, supervision and maintenance of the Condominium; and

WHEREAS, the parties hereto have agreed that the Management Firm shall hereafter provide such operation and management services, all for the consideration, and upon the terms, provisions and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Definitions. The terms used herein shall have the meanings set forth in the Declaration of Condominium for the Condominium unless the context otherwise requires.
3. Employment. The Association hereby employs and hires the Management Firm as the exclusive manager of the Condominium property and the Management Firm hereby accepts such employment.
4. Term of Agreement; Exception. The term of this Agreement shall commence as of the date hereof and continue through March 31, 1998. Beginning April 1, 1998, this Agreement shall continue for additional periods of one (1) year unless terminated by either party giving written notice of termination to the other party at least one hundred eighty (180) days prior to the last day of the current period. Notwithstanding the foregoing, the members of the Association shall have the right to terminate this Agreement at any time and without any required notice following such time as turnover of control of the Association from the Developer of the Condominium to the members of the Association has occurred.
5. Management Services. The Management Firm shall provide the Association with the following managerial services:

**EXHIBIT NO. 4 TO THE DECLARATION OF CONDOMINIUM**



(A) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain, manage and operate the Condominium, including a manager, who, in each instance, shall be the employees of the Management Firm, which in its absolute discretion shall determine and cause to be discharged all persons unnecessary or undesirable.

(B) Perform or cause to be performed all services for the maintenance and repair of the Condominium property required to be maintained and repaired in the Declaration of Condominium.

(C) Recommend such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) Cause to be placed or kept in force all insurance required in the Declaration of Condominium or such additional insurance permitted by the Declaration of Condominium upon the authorization of the Association, and further to act in cooperation with the Association with regard to insurance matters as provided by the Declaration of Condominium and to require each of its employees who control or disburse funds of the Association to be bonded.

(E) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws. The Management Firm may issue certificates of accounts to Association members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be the property of the Association but shall be kept at the office of the Management Firm and shall be open for inspection by any unit owner of the Condominium, his authorized agent, or by an expert employed by and at the cost and expense of the Association. It is understood that any such inspection shall be conducted at reasonable times, without cost to the Management Firm and without reasonable disruption to the employees and operation of the Management Firm. Any expense associated with the copying of records shall be a cost of the Association. Such expert may also conduct an external audit if so qualified, provided that the cost for same is paid by the Association. The Management Firm shall perform internal audits of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it.

(F) Maintain records as part of the records provided for in the preceding paragraph sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected and disbursed by it in its capacity as Management Firm.

(G) Prepare a proposed annual budget for the Association setting forth an itemized statement of the anticipated expenses and reserves for the next fiscal year, taking into account the circumstances, directives of the Board, the prior budget, other requirements and obligations of the Association by contract or as specified in the Declaration of Condominium, the exhibits thereto, and other applicable obligations of the Association and/or its members. The proposed budget prepared by the Management Firm shall be submitted to the Board of Directors of the Association at least fifty (50) days prior to the commencement of the applicable fiscal year. The Board shall promptly review said proposed budget and

forthwith adopt an annual budget and authorize an assessment upon its members sufficient to fund the budget in accordance with its By-Laws.

Except to the extent competitive bidding is required under Chapter 718, Florida Statutes, or other applicable Florida law, the Management Firm may, with impunity, purchase or contract for any service or material from or with such person or party as it deems advisable and in the best interest of the Association. The Management Firm shall not be required to search for the best price unless otherwise directed by the Association or required by applicable law. Notwithstanding the foregoing, the requirements for competitive bidding may be waived by a two-thirds (2/3) vote of the Association members, and said vote may be accomplished by a proxy specifically setting forth the exemption from such competitive bidding practices.

The Association agrees that assessments levied upon its members will at all times be maintained so that the amount produced thereby shall be sufficient to provide the monies necessary to pay all items set forth in the Declaration of Condominium, all exhibits annexed thereto, and this Agreement, and to realize a sum sufficient to meet the requirements of the annual budget adopted pursuant to the provisions of the By-Laws, and the requirements of any Association authorized increase in the budget or special assessment item.

(H) Receive the payments of assessments to be collected from Association members or otherwise owed or accruing to the Association, provide receipts for same on behalf of Association as requested, deposit such funds in a special escrow account at a banking or savings and loan institution in the State of Florida, and otherwise assist the Association in the management of its funds as authorized. To the extent funds of the Association are available, the Management Firm shall withdraw from the escrow account such funds as needed to satisfy authorized obligations of the Association pursuant to the budget and any other agreements or arrangements of the Association including this Agreement. If reserve accounts are authorized by the Association budget, the Management Firm shall transfer such funds as, if and when received, to a savings account of the Association. Until funds received by the Management Firm pursuant to this paragraph are withdrawn in payment of Association obligations or transferred to a savings account, such funds shall be the funds of the Association rather than the Management Firm.

(I) May cause a representative of its organization to attend meetings of the members of the Association and of the Board of Directors of the Association; however, it is understood and agreed that the minutes of all the Association's meetings, whether of members or of the Board of Directors, shall be taken by the Association's secretary and said secretary shall always be responsible for preparing and furnishing notices and minutes of all meetings to the required parties.

(J) Supervise, operate, control and manage the Condominium property to the extent provided in this Agreement or as otherwise authorized by the Association, and assist the Association in the preparation, promulgation and enforcement of its rules and regulations, for the use and occupancy of the Condominium's common elements, limited common elements and units therein.

(K) Cause such alterations and/or additions to the common elements or limited common elements of the Condominium Property to be made as authorized by the Board of Directors of the Association and its members where required, pursuant to and in accordance with said Condominium's Declaration of Condominium and exhibits attached thereto. As to the foregoing, the Management Firm shall be paid for the cost of its personnel and overhead,

materials and equipment in regard thereto, and any and all contractors, sub-contractors or materialmen as are required therefor and authorized by the Board of Directors.

(L) Recommend, and negotiate if applicable, such agreements pertaining to the Condominium, including, but not limited to, agreements granting concessions and licenses to persons to provide facilities and services as to and within the Condominium, and causing coin vending machines and coin operated equipment and pay telephones to be installed within the Condominium. All such agreements shall be entered into by the Association upon its approval, and all income derived from such agreements shall inure to the benefit of the Condominium and all expenses appertaining thereto shall likewise be borne by the said Condominium. The Management Firm shall only purchase coin vending machines and coin operated equipment with the approval of the Association.

(M) Assist the Association in the levying and collection of any special assessments for such purposes and against such parties as provided in the Declaration of Condominium and its exhibits. The Management Firm shall initiate the notices that may be required or appropriate in the process of asserting the special assessment, perfecting liens for nonpayment of assessments and the collection of same.

(N) Exercise such powers and rights reasonably necessary to fulfill the terms and provisions of this Agreement.

(O) Assist the Association to perform its functions and act as otherwise authorized, required or delegated in the event of a casualty loss to the Condominium property.

(P) Create procedures and forms as are necessary to enable the Association to discharge its functions regarding the review prior of any proposed sale or transfer of a unit and such other functions of the Association as are provided for in the Condominium documents.

(Q) Act as agent for the Association where appropriate and permitted by the Condominium documents and Chapter 718, Florida Statutes.

6. Roster of Unit Owners. The Management Firm shall maintain a roster of all unit owners of the Condominium, and a roster of all renters from unit owners, together with addresses to the extent that such information is provided to the Management Firm.

7. Association Retention of Right to Collect Assessments. Notwithstanding the duty of the Management Firm to collect assessments during the term of this Agreement, the Association retains the power to make those assessments in accordance with and subject to the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association.

8. Application of Assessment Funds. All assessments for common expenses of the Association which the Management Firm shall collect shall be applied as follows:

(A) Taxes and Insurance. First, to the payment of premiums on insurance policies carried by the Association and the Management Firm, and taxes and assessments on the common elements of the Condominium.

(B) Management Fee. Next, to the payment of the Management Firm of its fee as hereinafter set forth.

(C) Balance. The balance shall be utilized, applied, disbursed and reserved by the Management Firm in accordance with the budget of the Association providing for the expenditure of funds in accordance with this Agreement and/or the Declaration of Condominium and its exhibits.

The Management Firm is herein authorized to act as agent of the Association and as agent may file a Claim of Lien in the name of the Association as provided in the Declaration of Condominium against any unit of the Condominium whose owner has failed to pay assessments. The Management Firm may, but is not obligated to unless requested by the Association, pursue collection of the amount due represented by said Claim of Lien, including interest and attorneys' fees and costs. The Management Firm as agent of the Association may execute a Satisfaction of Lien upon the full payment of the amount represented due by the Claim of Lien, but the Management Firm may not compromise a lien unless specifically authorized by the Association. The Management Firm may render statements as to the current status of any unit owner's account.

9. Assistance of Management Firm. The Management Firm shall aid and assist the Association in any reasonable manner requested by the Association as to the collection of assessments, or other amounts due, and the Management Firm shall further aid and assist the Association in any reasonable manner required by the Association so as to simplify the method of collecting the assessments, special assessments, or other sums due from unit owners.

10. Management Firm Not Obligated to Pay Common Expenses; Exception. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. However, in the event of an emergency constituting imminent danger to the Condominium property, including the common elements and limited common elements or to the health or safety of the unit owners or other persons, the Management Firm is authorized to expend from its own funds for the protection of said property or persons a sum not to exceed Five Thousand Dollars (\$5,000.00) which the Association agrees to reimburse the Management Firm.

If it shall appear to the Management Firm that the assessments and other revenue, if any, of the Association are insufficient, the Management Firm shall recommend such additional special assessments and/or increased assessments as are required and advise the Association. If approved by the Association, the Management Firm may proceed to collect and disburse such special or increased assessments as any other assessment pursuant to this Agreement.

11. Management Firm Not to Incur Expenses; Payment of Management Fee. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association. All of the management and maintenance services required above in Paragraph 5 or elsewhere herein shall be rendered on a basis of "out-of-pocket" costs and expenses and the Association, through the assessments provided for herein, shall pay or reimburse the Management Firm for all costs and expenses incurred by the Management Firm in providing services, materials and supplies to the Association including specifically, but not

limited to, the cost of all employees of the Management Firm for the time spent upon performance of matters required by the terms of this Agreement. It is understood that except for emergency situations provided for in Paragraph 10 above, the Management Firm will incur no cost or expense which is not provided for in the Association budget or by prior special assessments. As compensation, fee or profit for its services hereunder, the Management Firm shall receive a net fee, free of all charges and expenses, of four percent (4%) of the Association's expenses, excluding legal or independent public accountants' expenses of the Association. The Management Firm's fee from the Association and its members shall commence as of the first or fifteenth day of the month, whichever is sooner, following the filing of the Declaration of Condominium, to which this Agreement is attached, in the public records of Hillsborough County, Florida.

12. Noninterference by Association. The Association shall not interfere, nor permit, allow or cause any of its officers, directors or members to interfere, with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

13. Consolidation and Allocation of Services. The parties recognize that the Management Firm and its employees and agents may be performing services similar to the services performed hereunder for other condominium associations and entities. In this connection, the Management Firm is authorized to provide or cause to be provided such services as appropriate on a consolidated basis whereby such services are provided to more than one association. To require the Management Firm to cost account with regard to each condominium and between the Association and other persons in interest as to other properties managed by the Management Firm, would substantially increase the costs of administration hereunder borne by the Association. Accordingly, the Management Firm is hereby granted the power to allocate to the Association its appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party(s) on such weighted basis as the Management Firm deems fair and equitable.

14. Certain Nonliability of Management Firm. The Management Firm shall not be liable to the Association and its members for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium from any cause whatsoever unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

15. Assignment of Agreement by Management Firm. The Management Firm may assign this Agreement, as long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Management Firm shall be released from any and all obligations hereunder. Said assignment shall be duly recorded in the public records of Hillsborough County and notice of same, together with an executed duplicate of said assignment, shall be delivered to the said Association by certified mail or its equivalent. The Management Firm may also subcontract all or portions of its duties and powers under this Agreement.

16. Assignment of Agreement by Association. The Association, on behalf of its members, may assign its right, title and interest in and to this Agreement to another condominium association existing under the laws of Florida to administer and operate the Condominium; however, said assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and

term of this Agreement. The said assignment shall be duly recorded in the public records of Hillsborough County and an executed duplicate of said assignment shall be delivered to the Management Firm by certified mail or its equivalent.

17. Assistance of Management Firm with Special Assessments. The Management Firm shall make recommendations to and assist the Association with regard to assessing a condominium unit owner for those items of special assessments as set forth in the Declaration of Condominium and the exhibits attached to said Declaration, and in this Agreement.

18. Association's Power and Authority to Amend Condominium Documents. The power and authority of the Association to amend the Declaration of Condominium and the exhibits attached to said Declaration is subject to the specific provisos applicable thereto set forth in the aforesaid instruments.

19. Stability of Size of Condominium; Levying of Assessments. The Association agrees that during the term of this Agreement, the number of condominium units specified in the Declaration of Condominium shall not be changed without notice to the Management Firm. The Association further agrees that it will levy assessments on its members sufficient to satisfy the requirements of this Agreement and its obligations under the Declaration of Condominium, its exhibits and other applicable agreements. In addition, the Association recognizes certain other agreements or arrangements exist or may exist in the future, including, but not limited to, an agreement regarding the provision of cable television service by Paragon Cable to individual unit owners. The Management Firm is hereby specifically authorized to collect such amounts in accordance with the underlying obligation by agreement or arrangement.

20. Parking Spaces. The Management Firm, in accordance with policies established by the Association, shall assign and change assignments of any specific parking spaces or storage areas, if applicable, and otherwise regulate vehicular parking of all manner and type of vehicles and storage of non-vehicular personalty within the Condominium.

21. Renewal of Agreement. This Agreement may be renewed upon such terms and conditions as are mutually agreeable to the Association and the Management Firm.

22. Effect of Waiver of Breach of Covenants. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

23. Time is of the Essence. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

24. Validity of Modification, Release, Discharge or Waiver. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing and signed by the parties to this Agreement, i.e., the Management Firm and the Association or their respective successors or assigns.

25. Binding Effect of Provisions. All covenants, promises, conditions and obligations herein contained or implied by law shall bind the Management Firm, its successors and assigns, and the Association, its successors and assigns, for the term of this Agreement unless sooner terminated according to applicable provisions of Chapter 718, Florida Statutes.

26. Entire Agreement. This instrument, together with the Declaration of Condominium and the exhibits attached to said Declaration, including this Agreement, constitute the entire agreement between the parties hereto, as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

27. Effect of Invalidity of Portion of Agreement. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement or the exhibits attached hereto, and the Declaration of Condominium, shall not affect the validity of the remaining portions thereof.

28. Gender and Plurality of Terms. The words "Developer," "Management Firm," "Condominium Association," "member(s)," and "parcel owner(s)," wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term "condominium parcel" or "condominium unit," or "unit," or "parcel" and the owners thereof shall be defined pursuant to the Declaration of Condominium and same are condominium parcels and/or units of such Condominium as created by the aforesaid Declaration of Condominium.

29. Provision of Notice. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members and the Management Firm, as provided in the Declaration of Condominium.

30. Effect of Default by Association. If the Association or its members shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, the Management Firm may give written notice to said Association of said default by delivering said notice to any officer of the Association or, in their absence, to any member of the said Association, and may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice. Upon default, the Management Firm may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the said Association and its members for damages and/or specific performance and/or such other rights and remedies as it may have, and the said Association and its members shall be liable for the Management Firm's reasonable attorney's fees and costs incurred thereby. All of such rights of the Management Firm upon default shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

31. Effect of Default by Management Firm. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of forty-five (45) days after written notice of default from the Association specifying the default complained of, shall be grounds for the said Association's cancellation of this Agreement.

32. Effect of Termination of Condominium. If the Condominium shall be terminated as is provided in its Declaration of Condominium, then each of the condominium unit owners shall thereby become a tenant in common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the Management

Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

33. Exceptions to Management Firm's Liability or Association; Indemnification by Association. The Management Firm shall not be liable or responsible to the Association, its Board of Directors and its members, for its failure to act under the provision of Article VIII, Section 1 of the By-Laws of said Association. Furthermore, everything done by the Management Firm upon authorization of the Association shall be done as agent for the Association, and all obligations or expenses incurred pursuant to such authorization shall be for the account of, on behalf of, and at the expense of the Association. The Management Firm shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided by the Association or from its members or occupants, nor shall the Management Firm be obliged to incur any liability or obligation on account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Association agrees to indemnify and hold the Management Firm harmless from any and all liability for any injury, damage or accident to any member of the Association, a guest or invitee of any such member, or to any third person, arising out of or in the course of the performance of its duties hereunder. The Management Firm's assumption of obligations hereunder is limited to management and maintenance as agent and does not require the Management Firm to pay from its own funds the costs and expenses which the Association undertakes.

34. Supersedence of Agreement. The applicable terms and provisions of the Association By-Laws and the applicable provisions of the Declaration of Condominium shall be deemed paramount to the terms and provisions of this Agreement and, where applicable, the terms and provisions of this Agreement shall be deemed amended to comply with the foregoing.

35. Separate Accounting Records. Notwithstanding any provisions to the contrary in the Agreement, the Management Firm shall maintain separate accounting records for each condominium it manages, shall keep such records according to good accounting practices, shall open such records to inspection by unit owners or their authorized representatives at reasonable times, and shall supply written summaries of such records at least annually to unit owners or their authorized representatives.

36. Provision of Management Services on Continuing Basis. The Management Firm shall provide all management and maintenance services detailed or contemplated herein on a continuing basis as needed from time to time or to the extent as otherwise required under this Agreement, subject, however, to the terms of Paragraph 10 hereinabove.

37. Number of Management Firm Employees. The Management Firm shall employ a minimum of one (1) employee to perform and/or supervise the performance of services pursuant to this Agreement and said minimum employee may also perform and/or supervise the performance of services under similar agreements with other condominium and/or homeowners' associations at the development commonly known as Walden Lake in Plant City, Florida.

38. Ownership of Management Firm. The Developer of Laurel Lake Condominium, Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., owns all of the issued and outstanding stock of the Management Firm.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper officer(s) this 8th day of May, 1995.

**MANAGEMENT FIRM:**  
PROFESSIONAL COMMUNITY SERVICES CORP.

**ASSOCIATION:**  
LAUREL LAKE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Name: Milton Flim  
Title: Sr. Vice President

By: [Signature]  
Name: Patricia A. Kelsey  
Title: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

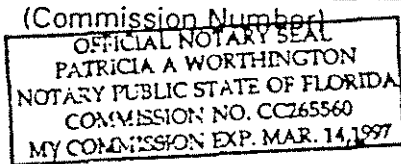
The foregoing instrument was acknowledged before me this 8th day of May, 1995, by Milton Flim, as \_\_\_\_\_ of PROFESSIONAL COMMUNITY SERVICES CORP., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
(Signature)

(AFFIX NOTARY SEAL)

Name: Patricia A. Worthington  
(Legibly Printed)  
Notary Public, State of Florida



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of May, 1995, by Patricia A. Kelsey, as President of LAUREL LAKE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

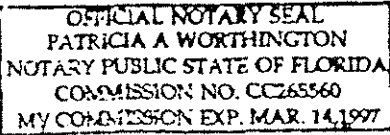
My Commission Expires:

[Signature]  
(Signature)

(AFFIX NOTARY SEAL)

Name: Patricia A. Worthington  
(Legibly Printed)  
Notary Public, State of Florida

(Commission Number)



# ADVANTAGE SURVEYING, INC.

Land Surveyors

1213 N. Parsons Ave. - Brandon, Florida 33510 - (813) 684-6761

May 5, 1995

Robert S. Freedman, Esquire  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
P.O. Box 3239  
Tampa, FL. 33601-3239

RE: LAUREL LAKE CONDOMINIUM

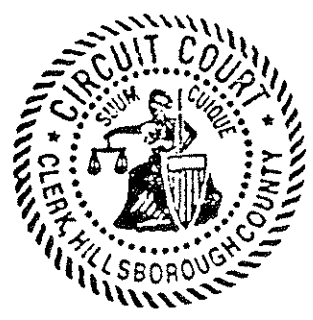
Dear Mr. Freedman:

Please accept this letter as documentation for your needs. The costs for the preparation of the final condominium plat should not exceed \$1000.00 for the above referenced project.

If you have any questions or require further information, please contact us.  
Thank you.

ADVANTAGE SURVEYING, INC.

Raymond Thompson  
President  
Florida Certificate No. 4580



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 15th DAY OF May 1995

*Richard Ake*  
RICHARD AKE, CLERK  
BY *James D. Miller*



**MASTER DECLARATION**

RECORD VERIFIED OF COVENANTS, CONDITIONS AND RESTRICTIONS

*Richard L. Lake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kimberly D. Bolles, D.C.

FOR WALDEN LAKE 018847

THIS DECLARATION, made on the date hereinafter set forth by WALDEN LAKE, INC., a Delaware corporation, hereinafter referred to as the "Declarant".

WITNESSETH: Jan 31 8 5: 11 '85

WHEREAS, the Declarant and the individuals who have signed the joinders attached hereto are the owner of certain real property in Hillsborough County, Florida, included within that more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant and said owners desire to create an exclusive residential community known as "WALDEN LAKE" on the Exhibit A land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in Exhibit A together with such additions as may be made to such real property in accordance with the provisions herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, WALDEN LAKE COMMUNITY ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant and said owners, hereby declares that the real property described and attached on Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean the articles of incorporation of the Association (as hereinafter defined), including any and all amendments or modifications thereof.

This instrument prepared by and to be returned to:

Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd. - Suite A  
Clearwater, FL 33575

*Richard L. Lake*  
*Kimberly D. Bolles*

RICHARD LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Section 2. "Association" shall mean and refer to WALDEN LAKE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "By-Laws" shall mean the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 5. "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. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be that described on Exhibit B attached hereto and incorporated by reference.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Lots, Units and Parcels (as hereinafter defined) and shall include, but not be limited to the expenses of upkeep and maintenance of the Common Areas, greenbelts (as hereinafter defined), medians and shoulders of publicly dedicated collector and arterial roadways, certain boundary walls and entrance signs, and street lighting on publicly dedicated collector and arterial roadways.

Section 7. "Declarant" shall mean and refer to WALDEN LAKE, INC., a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit or Parcel from WALDEN LAKE, INC. unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by WALDEN LAKE, INC. as Declarant hereunder with regard thereto.

Section 8. "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for WALDEN LAKE and any amendments or modifications thereof hereafter made from time to time.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel 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. The term "Owner" shall include WALDEN LAKE, INC. ation.

Section 10. "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.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any duly recorded subdivision map of the Properties or part thereof, with the exception of the Common Area.

Section 12. "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1985), pursuant to a recorded declaration of condominium.

Section 13. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

REC 4733  
21884

Section 14. "Apartment" shall mean and refer to a dwelling unit within a multi-family building under common ownership, the dwelling units of which are leased to their occupants. The term "apartment" shall not refer to Units.

Section 15. "Master Plan" shall mean and refer to the Master Development Plan for WALDEN LAKE on file with and approved by the Plant City Planning and Zoning Regulation, and as the same may be amended or modified from time to time.

Section 16. "FHA" shall mean and refer to the Federal Housing Administration.

Section 17. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 18. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 19. "Greenbelt" shall mean and refer to any areas designated as greenbelt, conservation, common or preservation areas as designated on the Master Plan or any recorded Plat or any portion of the Properties.

Section 20. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 21. "Institutional Lender" shall mean and refer to any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 22. "Institutional Mortgage" shall mean and refer to any mortgage by an Institutional Lender.

Section 23. "VA" shall mean and refer to the Veterans Administration.

Section 24. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot, Unit or Parcel and who has notified the Association of its holdings.

Section 25. 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 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

### PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, to maintain the decorative entranceways to the Properties and landscaped medians of and shoulders of publicly dedicated arterial and collector streets within the Properties and Greenbelt; to maintain and repair the exterior surface of certain fences bordering the publicly dedicated arterial and collector streets as hereafter described; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to maintain Parks, Environmental areas, lakes,

OFF 733  
P 1885

shorelines, retention walls and Detention areas; to pay for the costs of street lighting for Common Areas, publicly dedicated arterial and collector streets within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Area(s).

Section 3. Border Fences and Walls. The Declarant may construct border fences or walls along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such fences or walls may be constructed either on dedicated rights of way, Common Area or the Lots, Parcels or other land of Owners adjacent to such rights of way. Whether or not located on Common Area, the Association shall maintain and repair at its expense the structure and the exterior, street facing surface of such fences and walls, as well as the entirety of any fences located upon Common Area. All other maintenance, repairs and replacement of fences and walls shall be the obligation of, and shall be undertaken by, the respective owners of land abutting the rights of way along which such fences and walls are constructed as to such portion thereof as actually abuts the land each owns, provided that if the abutting land is condominium property, the obligation shall be that of the condominium association for such condominium. If any Owner of land abutting the rights of way along which such fences or walls are located fails to maintain the portion of the fence or wall for which he is responsible hereunder to the satisfaction of the Association, the Association shall notify such Owner of its dissatisfaction in writing, such written instrument to be either hand-delivered or mailed certified mail, return receipt requested to such Owner. If the Owner fails to correct the maintenance deficiency to the satisfaction of the Association within thirty (30) days of the receipt of the written notice of the Association's dissatisfaction, the Association shall have the authority through action of its Board, to cause the maintenance deficiency to be corrected, the cost of such action shall be assessed against such Owner's Lot, or in the event the abutting property is a condominium, or against such condominium, such assessment shall be immediately due and payable. The obligation of any such Owner shall not be affected by the fact that such fence abutting his Lot is partially on his land, rather than completely.

Section 4. Easement for Maintenance. The Declarant hereby grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to publicly dedicated arterial and collector streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge its duties of fence maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 5. Detention Ponds. The banks of all detention ponds, if any, within the Common Area shall initially be seeded and mulched by the Declarant prior to the conveyance of such Common Area to the Association. Any reseeded or shoreline/retention wall repair required thereafter shall be the obligation of the Association.

REC-733  
P1886

Section 6. Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense as a Common Expense.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit or Parcel, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Unit or Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot, Unit or Parcel.

Section 3. 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 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 which approval may be arbitrarily withheld at the discretion of the Board.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board. This Section, however, shall not apply to the Declarant.

REC-4 733 21887



Section 5. 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 6. 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.

Section 7. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

Section 8. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

REC-4733 p 1888

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, Unit or Parcel 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, Unit or Parcel 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, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel 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 any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships, and voting rights related thereto, are as follows:

1. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:

(a) Lots. Owners of Class A Lots designated on the Master Plan for single-family detached or attached homes shall be entitled to one (1) vote for each Lot owned.

(b) Units. The Owners of Class A Units shall be entitled to three-fourths (3/4) of one (1) vote for each Unit owned.

(c) Parcels. The Owner of a Class A Parcel designated on the Master Plan for use for single-family detached homes shall be entitled to three and one-half (3 1/2) votes per acre. The Owner of a Class A Parcel designated on the Master Plan for use for patio homes shall be entitled to five (5) votes per acre. If a Parcel designated on the Master Plan for patio homes is developed as Units/Lots, then in accordance with Article I, Section 13 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to votes as provided in 1(a) or 1(b) above. If a Parcel designated on the Master Plan for patio homes is developed as rental apartments, upon commencement of construction of such improvements, the Owner thereof shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated on the Master Plan for use for apartments shall be entitled to fifteen (15) votes per acre. If a Parcel designated for apartments is developed as Units or Lots, then in accordance with Article I, Section 13 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to vote as provided in 1(a) or 1(b) above. If a Parcel designated for apartments is developed as rental apartments, upon commencement of construction of such improvements, it shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated for either patio homes or apartments on which construction of rental apartments has commenced shall be entitled to three-fourths (3/4) of one (1) vote for each apartment unit to be contained within the building or buildings to be constructed on the Parcel, whether or not such apartment unit is then completed or occupied. In the event the use of any Class A Parcel as developed shall differ from its use as designated on the Master Plan, such actual use shall determine the voting rights of the Owner thereof.

OFF 4 7 3 3  
P 1 0 0 9

2. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

(a) Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(b) Units. The Declarant shall be entitled to two and one-fourth (2 1/4) votes for each Class B Unit which it owns.

(c) Parcels. The Declarant shall be entitled to ten and one-half (10 1/2) votes per acre for each Class B Parcel designated on the Master Plan for single-family detached homes. The Declarant shall be entitled to fifteen (15) votes per acre for each Class B Parcel designated on the Master Plan for patio homes. The Declarant shall be entitled to forty-five (45) votes per acre for each Class B Parcel designated on the Master Plan for apartments.

3. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earliest:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

(ii) On December 31, 1996, or

(iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

4. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel on the Master plan designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to eight-five (85) votes. Acreage shall be determined in good faith by the Secretary of the Association as provided by the By-Laws.

#### ARTICLE V

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II, hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties. In the event Declarant submits to FHA or VA for approval, any management agreement entered into by the Association while the Declarant is in control, must be approved by the FHA or VA.

Section 3. 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, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. 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 shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

REC 4733  
P 1890

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties and obligations set forth in this Article are hereby declared the Common Expenses.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot, Unit and Parcel within the Properties, hereby covenants, and each Owner of any Lot, Unit or Parcel 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 for Common Expenses or charges; and (2) special assessments or charges against a particular Lot, Unit or Parcel 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 such 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. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary walls and fences required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment per Class A Lot shall be Three Hundred Sixty and 00/100 (\$360.00) Dollars. The maximum annual assessment for Class A Units and Class A Parcels shall be determined in the manner set forth in Section 6 of this Article.

(a) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment for Class A Lots, Units and Parcels as stated above may be increased each year to reflect the increase, if any, in the

Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor for the area including or nearest to Tampa, Florida. The maximum annual assessment shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month available and dividing the product by the Consumer Price Index for the same month during the immediately preceding calendar year. Should the Consumer Price Index decrease, the maximum annual assessment shall be decreased accordingly. If publication of the Consumer Price Index should be discontinued, the Association shall use the most nearly comparable index, as determined and selected by the Board of Directors.

OFF 4733  
61892

(b) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment may be increased above the increase permitted by Section 3(a) above, by a vote of two-thirds (2/3rds) of each class of members 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 for Class A Lots, Units and Parcels at an amount not in excess of the maximum annual assessment rate established therefor.

Section 4. 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, 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article 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 the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Assessment Rate. Subject to the maximums set forth in Section 3 above, annual assessments for Class A Lots, Units and Parcels shall be determined by the Board of Directors prior to January 1 of each year by first determining the sum to be assessed to each Class A Lot, and making adjustments for Class A Units and Class A Parcels as follows:

(a) Class A Units. Each Class A Unit shall be assessed at seventy-five percent (75%) of the sum assessed to each Class A Lot.

(b) Class A Parcels.

(i) Each Class A Parcel designated on the Master Plan for single-family detached homes shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A Lot.

(ii) Each Class A Parcel designated on the Master Plan for Patio Homes construction shall be assessed at the rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

(iii) Each Class A Parcel designated on the Master Plan for apartments or Units shall be assessed at a rate per acre equal to four hundred percent (400%) of the sum assessed for a Class A Lot.

(c) Rental Apartments. If by December 1 of the year preceding any assessment year, construction of rental apartments shall have commenced on a Class A Parcel whether designated for patio homes, apartments or otherwise, or if rental apartment units shall be constructed thereon, whether or not occupied or ready for occupancy, the Parcel, or part thereof, developed or to be so developed shall not be assessed as provided in Article VI, Section 6(b) above, but instead shall be assessed as to such part at the rate of seventy-five percent (75%) of the sum assessed to a Class A Lot for each apartment unit for which the Owner shall be entitled to vote as provided in Article IV, Section 2 provision 1(c) hereof.

REC'D 7 33  
P 1893

Section 7. Declarant's Assessment. Notwithstanding any provision of this Master Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum assessment permitted by Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots, Units and Parcels. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Class A Lots, Units and Parcels subject thereto on the first day of the month following the conveyance of the initial Common Area

from the Declarant to the Association. Subject to Article VI, Section 7 above, the annual assessments for any land hereafter annexed or added to the Association pursuant to Article VII hereof shall commence as to Class A Lots, Units and Parcels within the annexed area on the first day of the month following annexation. The first annual assessment thereafter shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Unit or Parcel in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors annual assessments shall be collected on an annual basis. The due date for special assessments shall be as 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, Unit or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Unit or Parcel shall be binding upon the Association as of the date of its issuance.

REC'D 733  
P 1894

Section 10. Lien for Assessments. All sums assessed to any Lot, Unit or Parcel pursuant to this Master Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot, Unit or Parcel in favor of the Association.

Section 11. 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, Unit or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, Unit or Parcel.

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 attorney's 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, Unit or Parcel 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, Unit or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 13. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Unit or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been 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 rights granted to the Association by this Declaration, but to be 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, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot, Unit or Parcel 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, Unit or Parcel 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, Unit or Parcel any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel; 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, Unit or Parcel encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot, Unit or Parcel may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

OFFICE  
REC'D 7 33  
P 1895

Section 15. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to Article II, Section 3 hereof shall fail to do so, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, Unit or Parcel, which assessment shall be secured by the lien set forth in Article VI, Section 10 above.

Section 16. Certificate of Amounts Due. 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, Unit or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Unit or Parcel shall be binding upon the Association as of the date of its issuance.

## ARTICLE VII

### GENERAL PLAN OF DEVELOPER

#### Section 1. Additions to Properties and General Plan

(a) Additions to the Properties. Additional land within the area described on attached Exhibit C, may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that the VA or FHA approves such action if this Declaration has been submitted to VA or FHA for approval. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, neither the Exhibit C land nor any other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, unless, in the event this Declaration has been submitted to VA or FHA for approval, the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.



Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) General Plan of Development. In the event Declarant desires to obtain FHA or VA approval, the Declarant will submit to the FHA or VA a general plan of development (the "General Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such General Plan shall not bind the Declarant to make any such additions or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

OFF 7 33  
9 18 96

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Declarant, shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any or all of the land described on attached Exhibit C, provided that such additions are in accordance with the General Plan on file with the governmental agency having jurisdiction; and such additions may also be approved by FHA or VA (if this Declaration is submitted to VA or FHA for approval) or any amendments or modifications thereof hereafter permitted by the VA or FHA (if this Declaration is submitted to VA or FHA for approval); or any amendments or modifications thereof hereafter permitted by the VA or FHA (if this Declaration is submitted to VA or FHA for approval), or

(b) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and by the VA or FHA if this Declaration has been submitted to VA or FHA for approval.

Section 3. General Provisions Regarding Additions to the Properties.

(a) The additions authorized under Section 2(a) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3(d). Such Supplement need only be executed by the Declarant and shall not

require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.

(b) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(c) If this Declaration has been submitted to VA or FHA for approval, prior to the addition of any land pursuant to Section 2(a) of this Article, the Declarant shall submit to VA or FHA for approval detailed plans for the development thereof.

(d) Nothing contained in this Article VII shall obligate the Declarant to make any additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the Exhibit C land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by Article IV, Section 2 of this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the Exhibit C land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the Exhibit C land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots, Units and Parcels which it owns, upon the same terms and conditions as contained in Article VI, Section 7 of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be entitled to voting rights identical to those granted by Article IV, Section 2 of this Declaration to other Owners of Class A Lots, Units and Parcels.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots, Units and Parcels within the Properties.

REC-4733 P1897

## ARTICLE VIII

### ADDITION TO COMMON AREA; APPROVAL

Section 1. Additions. Additional land within the area described in Exhibit "A" and Exhibit "C", may be brought within the jurisdiction and control of the Association as Common Area in the manner specified in Section 3 of this Article, provided such is done within twelve (12) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions to the Common Area. Notwithstanding anything contained in this Section 1, the Declarant does not commit to, warrant or represent that any such additional Common Area shall be created or that, if it is created, what development thereof, if any, will be done.

Section 2. General Plan of Development. The Declarant has on file at its business office in Hillsborough County, Florida, presently located at 1602 West Timberlane Drive, Plant City, Florida 33566, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General plan shall not bind the Declaration to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

Section 3. HUD, FHA or VA Approval. In the event Declarant submits this Declaration to FHA or VA for approval, and as long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

1. Dedication of additional Common Areas;
2. Amendment of the Articles of Incorporation of the Association;
3. Amendment of the By-Laws of the Association;
4. Dissolution of the Association; and
5. Amendment of this Declaration.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

Section 4. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" or Exhibit "C" attached hereto the Association, the Association is irrevocably bound to accept such conveyance.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific deed restrictions, such land shall be subject to both the specific deed restrictions and this

Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions, or to impose deed restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, 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 now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 above. Failure of the Association 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 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions, and such shall remain full force and effect.

Section 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 percent (80%) of the members of each class of membership present, in person or by proxy, 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 by the duly authorized officers of the Association provided such amendment has been approved by a two-thirds (2/3) vote of each class of members voting in person or by proxy at a regular or special members meeting. In addition, the Declarant reserves the right and authority, for a period of three (3) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any Owners or the Association. Any amendment to be effective must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, Unit, or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to this section be valid unless approved by Declarant as evidenced by its written joinder.

Section 5. Exception. Anything in this Article to the contrary notwithstanding, if any amendment to this Declaration is required at any time by HUD, VA, FHA, FNMA, GNMA or other governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the Public Records of Hillsborough County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment, however. No approval or joinder of the Association, other Owners or any other party shall be required or necessary to such amendment.

Section 6. Mortgage or Conveyance of Common Area. The common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer).

mitted to VA or FHA lot approval, as long as there is a class of membership, the following actions will require prior approval of the VA or FHA: annexation of additional land, the recording of a Supplement pursuant to Article VII, dedication of Common Area, and amendment or termination of this Declaration. Any approval required of VA or FHA need not be recorded among the public records.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 28 day of January, 1986.

Signed, sealed and delivered in the presence of:

Maureen J. Messin

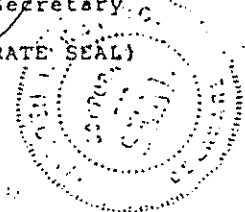
Mary Anne J. Fusillo

"Declarant"  
WALDEN LAKE, INC.

By [Signature]  
President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)

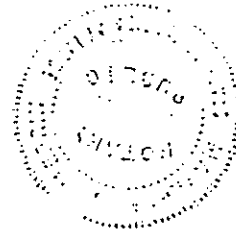


STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 28 day of January, 1986, by ALFRED HOFFMAN as \_\_\_\_\_ President and KIM J. FROSELL as \_\_\_\_\_ Secretary, respectively, on behalf of and for WALDEN LAKE, INC.

Maureen J. Messin  
Notary Public, State of Florida

My commission expires:



REC-1733 2:19:00

"EXHIBIT A"

WALDEN LAKE UNIT 20, according to the map or plat thereof recorded in Plat Book 56, page 43 of the Public Records of Hillsborough County, Florida

"EXHIBIT B"

LEGAL DESCRIPTION OF LAKE WALDEN LAKESIDE PARK

A parcel of land lying in Section 6, Township 29 South, Range 22 East, Plant City, Hillsborough County, Florida, and being more particularly described as follows:

Beginning at the most Northwesterly corner of Lot 4, Block 2, of Walden Lake, Unit 11-A according to the map or plat thereof as recorded in Plat Book 53, Page 42 of the Public Records of Hillsborough County, Florida; run thence in a Southwesterly direction along the Southern right-of-way of Timberlane Drive 2900' more or less to a point at the most Northwesterly corner of the 8th Fairway of Walden Lake Golf Course #3, thence in a Southeasterly direction along the Northern boundary of Walden Lake Golf Course #3, 2700' more or less to a point at the most Northwesterly corner of Walden Lake Unit 23, thence in a Westerly direction along the Northern boundary of Walden Lake Units 23 and 43 1250' more or less to a point at the Southwest corner of Walden Lake Unit 24, thence in a Northerly direction along the Western boundary of Walden Lake Unit 24 1820' more or less to a point on the Southern right-of-way of Golfview Drive; thence in a Northwesterly direction along the Southern right-of-way of Golfview Drive 1230' more or less to a point at the Southeast corner of Lot 8, Block 3 of Walden Lake Fairway Estates, Unit 11, according to the map or plat thereof as recorded in Plat Book 51, Page 31 of the Public Records of Hillsborough County, Florida; run thence 150" to the Southwest corner of Lot 8, Block 3 of Walden Lake Fairway Estates Unit 11, thence run in a Northerly direction 839.97" to a point at the Northwest corner of Lot 1, Block 3 Walden Lake Fairway Estates Unit 11, thence run in a Westerly direction 338.08' along the Southern boundary of Walden Lake Unit 11-A to a point at the Southwest corner of Lot 5, Block 2 of Walden Lake, Unit 11-A, thence run 220.78' in a Northerly direction along the Westernly boundary of Walden Lake, Unit 11-A to the Point of Beginning.

Containing 138.83 acres, more or less.

REC-47-33-2-19-02

"EXHIBIT C"

OVERALL LEGAL DESCRIPTION

CERTAIN REAL PROPERTY LYING WITHIN SECTIONS 31 AND 32, TOWNSHIP 28 SOUTH, RANGE 22 EAST, SECTIONS 1 AND 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, AND SECTIONS 5, 6 AND 7, TOWNSHIP 29 SOUTH, RANGE 22 EAST, IN HILLSBOROUGH COUNTY, FLORIDA.

Beginning at the Northeast corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 28 South, Range 22 East, run thence West a distance of 400.0 feet; thence North and parallel with the East boundary of the Southeast Quarter (SE 1/4) to the North boundary of the Southeast Quarter (SE 1/4) of said Section 31; thence West to the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 31; thence North to the Northeast corner of the South one-eighth (S 1/8) of the Northwest Quarter (NW 1/4) of said Section 31; thence West to the quarter section line; thence South along the quarter section line to the South right-of-way line of the Seaboard Coastline Railroad; thence Southwesterly along the right-of-way to the South boundary of said Section 31; thence West along the section line to the Northwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 29 South, Range 21 East; thence South along the quarter section line to the South right-of-way of the Seaboard Coastline Railroad; thence Southwesterly along the right-of-way to the East boundary line of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of said Section 1; thence South along the quarter section line to the Northeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 29 South, Range 21 East; thence West along the quarter section line to the West boundary of said Section 12; thence South to the Southwest corner of the Northwest Quarter (NW 1/4) of said Section 12; thence East along the half section line to the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 12; thence South along the half section line to the Southwest corner of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of said Section 12; thence East along the quarter section line to the East boundary of said Section 12; thence North along the section line to the Northwest corner of the Southwest Quarter (SW 1/4) of Section 7, Township 29 South, Range 22 East; thence East along the half section line to the Southeast corner of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of said Section 7; thence North along the quarter section line to the North boundary of said Section 7; thence East along the section line to a point thirteen (13) chains (858.0 feet) East of the Southwest corner of the Southeast Quarter (SE 1/4) of Section 6, Township 29 South, Range 22 East; thence North and parallel with the half section line to a point thirteen (13) chains (858.0 feet) East of the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 6; thence East along the half section line to the Southwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 6; thence North along the quarter section line to the Northwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 6; thence East along the quarter section line to the Southwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 6; thence North along the one-eighth (1/8) section line to the Northwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 6; thence East along the one-eighth (1/8) section line to the East boundary of said Section 6; thence South along the section line to the Northwest corner of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 29 South, Range 22 East; thence East along the quarter section line to the

REC 7-33-21903



Northeast corner of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5; thence South along the one-eighth (1/8) section line to the South boundary of the Northwest Quarter (NW 1/4) of said Section 5; thence East along the half section line to the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 5; thence North along the half section line to the North boundary line of said Section 5; thence West along the section line to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 28 South, Range 22 East; thence North along the one-eighth (1/8) section line to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 32; thence West along the one-eighth (1/8) section line to the Northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 32; thence South along the quarter section line to the Northeast corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 32; thence West to the Northwest corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 32; thence North to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 32; thence West along the one-eighth (1/8) section line to the East boundary line of Section 31, Township 28 South, Range 22 East; thence North along the section line to the point of beginning.

OFFICE  
REC'D  
733  
P. 1-9-04

Prepared by and to be returned to:

Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd.  
Suite A  
Clearwater, FL 33575

RECORD VERIFIED  
*Richard L. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Streetman, D.C.

MAR 6 9 18 AM '86

043411

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WALDEN LAKE

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

THIS AMENDMENT made this 5 day of March, 1986, by WALDEN LAKE, INC., a Florida corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1882, Public Records of Hillsborough County, Florida, hereinafter, along with any recorded amendments thereto, referred to as "Original Declaration"; and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant is the owner of all that real property described on Schedule 1 attached hereto and by reference made a part hereof, and wishes to add said real property to the Properties made subject to the Original Declaration;

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The Original Declaration is hereby amended by the addition of the real property described in Schedule 1 hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.

2. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

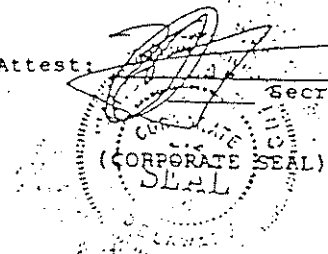
WALDEN LAKE, INC.

Signed, sealed and delivered in the presence of:

*Wayne James Lucille*  
*Marlene J. Merwin*

By *[Signature]* President

Attest: *[Signature]* Secretary



Schedule 1

WALDEN LAKE, Phase Three, according to map or plat thereof recorded in Plat Book 58, page 26, Public Records of Hillsborough County, Florida.

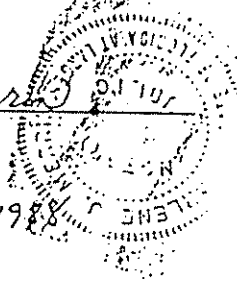
REC 4758 86098

REC 4758 20097

STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 5  
day of March, 1986 by ALFRED HOFFMAN, JR. and KIM J. FROST,  
as \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of Walden Lake,  
Inc., on behalf of the corporation.

Marlene J. Merritt  
Notary Public  
My commission expires:  
March 18, 1988



Prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

RECORD VERIFIED  
*Richard L. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kathy L. Balson, D.C.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WALDEN LAKE

THIS AMENDMENT made this 9 day of May, 1986 by WALDEN LAKE, INC., a Florida corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1882, Public Records of Hillsborough County, Florida, hereinafter, along with any recorded amendments thereto, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant is the owner of all that real property described on Schedule 1 attached hereto and by reference made a part hereof, and wishes to add said real property to the Properties made subject to the Original Declaration;

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The Original Declaration is hereby amended by the addition of the real property described in Schedule 1 hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

*Maryanne Lucille*  
*John A. [unclear]*

WALDEN LAKE, INC.

By *[Signature]*  
President

Attest: *[Signature]*  
Secretary

(CORPORATE SEAL)

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY



86 MAY 15 PM 12:50  
861-04009

OFF 4 813 20675  
REC

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 9 day  
of May, 1986 by Alfred Hoffmar and Kim Frosell  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

Mary Ann Scurie  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 3, 1990

## SCHEDULE 1

DESCRIPTION: A parcel of land lying in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

Beginning at the most Westerly corner of Lot 6, Block 4, WALDEN LAKE, UNIT 24-A, as recorded in Plat Book 53, Page 50, Public Records of Hillsborough County, Florida, run thence along the Southerly boundary of said WALDEN LAKE, UNIT 24-A, the following ten (10) courses: (1) S. 30°32'52"E., 227.12 feet; (2) S. 77°00'00"E., 399.90 feet; (3) N. 83°57'37"E., 542.45 feet; (4) N. 89°16'14"E., 81.83 feet; (5) S. 78°36'12"E., 162.98 feet; (6) S. 85°34'19"E., 81.61 feet; (7) N. 89°53'48"E., 181.25 feet; (8) S. 85°30'53"E., 50.00 feet to a point on a curve; (9) Northerly, 9.02 feet along the arc of a curve to the left, having a radius of 175.00 feet and a central angle of 02°57'06" (chord bearing N. 03°00'34"E., 9.01 feet); (10) S. 88°27'59"E., 156.78 feet to a point on the Westerly right-of-way line of Mud Lake Road, thence along said Westerly right-of-way line the following two (2) courses: (1) Southwesterly, 241.05 feet along the arc of a curve to the right, having a radius of 412.12 feet and a central angle of 47°24'34" (chord bearing S. 35°08'31"W., 331.41 feet) to a point of tangency; (2) S. 58°51'48"W., 445.19 feet; thence leaving said Westerly right-of-way line, N. 31°08'12"W., 193.74 feet; thence N. 00°36'25"E., 80.00 feet; thence N. 89°23'35"W., 135.00 feet; thence S. 00°36'25"W., 46.60 feet; thence N. 89°23'35"W., 200.00 feet; thence S. 00°36'25"W., 59.87 feet; thence N. 89°23'35"W., 255.00 feet; thence N. 82°42'39"W., 256.71 feet; thence N. 00°36'25"E., 77.00 feet; thence N. 89°23'35"W., 160.00 feet; thence N. 00°36'25"E., 8.50 feet; thence N. 89°23'35"W., 270.00 feet; thence N. 00°36'25"E., 40.00 feet; thence N. 89°23'35"W., 120.00 feet; thence N. 00°36'25"E., 460.00 feet; thence S. 89°23'35"E., 305.00 feet to the Point of Beginning.

Containing 17.00 Acres, more or less.

which has been platted as THE PADDOCKS PHASE TWO, as recorded in Plat Book 57 at page 43-1.

OFF REC 4843 1062

RECEIVED JUL 1 1986

Prepared by and to be returned to: Julius J. Zschau, Esq. Sorota and Zschau, P.A. 2515 Countryside Blvd., Suite A Clearwater, FL 33575

RICHARD L. AKE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WALDEN LAKE

THIS AMENDMENT made this 19th day of June, 1986 by WALDEN LAKE, INC., a Florida corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1882, amended by First Amendment recorded in Official Records Book 4758, at page 0096 and by Second Amendment recorded in Official Record Book 4813, at page 0674, all of the Public Records of Hillsborough County, Florida, hereinafter, along with any recorded amendments thereto, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant is the owner of all that real property described on Schedule 1 attached hereto and by reference made a part hereof, and wishes to add said real property to the Properties made subject to the Original Declaration;

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

- 1. The Original Declaration is hereby amended by the addition of the real property described in Schedule 1 hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety, as previously amended.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of: Marlene J. Messner Joan Cox

WALDEN LAKE, INC By [Signature] President

Attest: [Signature] Secretary

(CORPORATE SEAL)

RECORD VERIFIED Richard L. Ake Clerk of Circuit Court Hillsborough County, Fla. By Teresa A. Streetman, D.C.



1986 JUN 23 PM 1:06 86133976



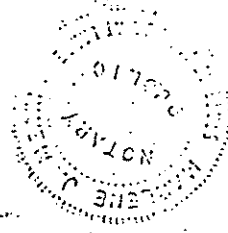
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 18 day of June, 1986 by ALFRED HOFFMAN JR and AM J. FROSELL as President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

*Marlene J. Messin*  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires March 13, 1988



## Schedule 1

WALDEN LAKE UNIT 26  
ALSO KNOWN AS FOREST CLUB

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 1 and in the North 1/2 of Section 12, Township 23 South, Range 21 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 1, run thence N. 88° 57' 23" W., 1073.44 feet along the South boundary of said Section 1 to a point on a curve, said point also being the Point of Beginning; run thence Southerly, 139.85 feet along the arc of a curve to the left, having a radius of 750.00 feet and a central angle of 10° 41' 01" (chord bearing S. 01° 37' 18" W., 139.65 feet) to a point of reverse curvature; thence Southerly, 251.52 feet along the arc of a curve to the right, having a radius of 700.00 feet and a central angle of 20° 35' 13" (chord bearing S. 06° 34' 23" W., 250.17 feet) to a point of tangency; thence S. 16° 52' 00" W., 214.53 feet to a point of curvature; thence Southwesterly, 244.64 feet along the arc of a curve to the right, having a radius of 700.00 feet and a central angle of 20° 01' 26" (chord bearing S. 26° 52' 43" W., 243.39 feet) to a point of reverse curvature; thence Southwesterly, 262.11 feet along the arc of a curve to the left, having a radius of 750.00 feet and a central angle of 20° 01' 26" (chord bearing S. 26° 52' 43" W., 260.78 feet) to a point of tangency; thence S. 16° 52' 00" W., 260.00 feet to a point of curvature; thence Southwesterly, 78.54 feet along the arc of a curve to the right, having a radius of 50.00 feet and a central angle of 90° 00' 00" (chord bearing S. 61° 52' 00" W., 70.71 feet) to a point of reverse curvature; thence Westerly, 252.12 feet along the arc of a curve to the left, having a radius of 850.00 feet and a central angle of 16° 59' 40" (chord bearing N. 81° 37' 50" W., 251.19 feet) to a point of reverse curvature; thence Westerly, 399.42 feet along the arc of a curve to the right, having a radius of 750.00 feet and a central angle of 30° 31' 31" (chord bearing N. 74° 52' 09" W., 394.76 feet) to a point of reverse curvature; thence Westerly, 437.94 feet along the arc of a curve to the left, having a radius of 850.00 feet and a central angle of 29° 31' 21" (chord bearing N. 74° 22' 19" W., 433.15 feet) to a point of reverse curvature; thence Westerly, 134.39 feet along the arc of a curve to the right, having a radius of 550.00 feet and a central angle of 13° 59' 58" (chord bearing N. 82° 08' 01" W., 134.05 feet); thence along the Easterly boundary of Walden Lake Golf Course the following five (5) courses: (1) N. 47° 25' 00" E., 774.69 feet; (2) N. 30° 47' 26" E., 673.34 feet; (3) N. 06° 47' 43" W., 1153.00 feet; (4) N. 23° 16' 44" E., 591.08 feet; (5) N. 48° 10' 20" E., 497.73 feet; thence S. 24° 26' 12" E., 507.01 feet; thence S. 32° 36' 13" W., 131.84 feet; thence S. 08° 07' 00" E., 752.30 feet; thence S. 28° 22' 00" W., 236.53 feet to a point of curvature; thence Southerly, 250.28 feet along the arc of a curve to the left, having a radius of 150.00 feet and a central angle of 95° 36' 00" (chord bearing S. 19° 26' 00" E., 222.24 feet) to a point of tangency; thence S. 67° 14' 00" E., 141.50 feet to a point on a curve; thence Southerly, 108.12 feet along the arc of a curve to the left, having a radius of 1050.00 feet and a central angle of 05° 54' 00" (chord bearing S. 19° 49' 00" W., 108.08 feet) to a point of tangency; thence S. 16° 52' 00" W., 64.91 feet to a point of curvature; thence Southerly, 129.63 feet along the arc of a curve to the left, having a radius of 750.00 feet and a central angle of 09° 54' 12" (chord bearing S. 11° 54' 54" W., 129.47 feet) to the Point of Beginning.

Containing 60.03 acres, more or less.

Which has been platted as WALDEN LAKE UNIT 26 in  
Plat Book 60, at page 15, Public Records of  
Hillsborough County, Florida

(u)  
Jpc.

Prepared by and to  
be returned to: ✓  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd.  
Suite A  
Clearwater, FL 33575

RECORD VERIFIED  
*Richard L. Lake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Streelman, D.C

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
WALDEN LAKE

THIS AMENDMENT made this 25 day of SEPTEMBER, 1986, by  
WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant heretofore imposed certain covenants,  
conditions and restrictions upon real property in Hillsborough  
County, Florida, by virtue of that certain Declaration as recorded  
in Official Records Book 4733, at page 1883 of the Public Records  
of Hillsborough County, Florida, hereinafter, referred to as  
"Declaration"; and

WHEREAS, Declarant reserved the right in the Declaration,  
pursuant to Article IX, Section 4. to amend said Declaration with a  
Supplement to Declaration of Covenants, Conditions and  
Restrictions; and

WHEREAS, Declarant wishes to amend Article I, Section 9.;  
Article III, Section 4.; Article IV, Section 2.; and Article VI,  
Section 1., Section 2. and Section 9. to say the following:

NOW, THEREFORE, Declarant hereby amends the Declaration as  
follows:

1. Article I, Section 9. is hereby amended by deleting the  
letters "ation" at the end of the second sentence of said Article  
I, Section 9. and substituting the following: "a Florida  
corporation".

2. Article III, Section 4. is hereby amended to read as  
follows:

"This Section, however, shall not apply to the Declarant as  
long as the Declarant owns at least one (1) Parcel or not less  
than ten (10) Lots in any portion of Walden Lakes."

3. Article IV, Section 2. is hereby amended to read as  
follows:

"Class B Lots, Units and Parcels shall be all Units, Lots and  
Parcels owned by the Declarant in Exhibit C, which have not  
been converted to Class A as provided below."

4. Article VI, Section 1. hereby amended to read as follows:

"The personal obligation for delinquent assessments shall not  
pass to an owner's successors in title unless expressly  
assumed by them, however, a lien placed on said property for  
delinquent assessments shall run with the land."

5. Article VI, Section 2. hereby amended to read as follows:

"Without limiting the generality of the foregoing, such funds  
may be used for the acquisition, improvement and maintenance  
of Properties, services and facilities related to the use and  
enjoyment of the Common Area, including the costs of repair,  
replacement and additions thereto; the cost of labor,  
equipment, materials, management and supervision thereof; the  
payment of taxes and assessments made or levied against the  
Common Area; the procurement and maintenance of insurance; the

RICHARD L. LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

1986 OCT 15 PM 4:33  
86220208

employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant, for only so long as the Declarant is a Class B member, of the Association; the maintenance, repair and replacement of boundary walls and fences required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other need as may arise."

6. The eighth sentence of Article VI, Section 9. is hereby amended to read as follows:

"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, Unit or Parcel have been paid."

7. Article I, Section 12. is hereby amended to read as follows:

"Section 12. "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1985), pursuant to a recorded declaration of condominium. Unit shall also mean and refer to any single-family attached dwelling, townhome or "0" lot line homes.

8. The Original Declaration, as amended is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

9. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

WALDEN LAKE, INC.

Signed, sealed and delivered in the presence of:

By [Signature]  
President

Attest: [Signature]  
Secretary

[Signature]  
[Signature]

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 25 day of September, 1986 by ALFRED [Signature] and Kim J. Erwell, as President and Secretary, respectively, of WALDEN LAKE, INC., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires March 18, 1988

5/11/86

Prepared by and to be returned to: Julius J. Zschau, Esq. Sorota and Zschau, P.A. 2515 Countryside Blvd., Suite A Clearwater, FL 33575

RICHARD L. AKE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

RECORD VERIFIED Richard L. Ake Clerk of Circuit Court Hillsborough County, Fla. By Sandra L. Neely, D.C.

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 21st day of November, 1986 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida, and amended by First Amendment recorded in Official Records Book 4758 at page 0096, and by Second Amendment recorded in Official Records Book 4831 at page 0674; and by Third Amendment recorded in Official Records Book 4848 at page 1062, and by the Fourth Amendment recorded in Official Records Book 4939 at page 0599, all of the Public Records of Hillsborough County, Florida herein after, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Exhibit A attached hereto and also described in the Joinders of Property Owners attached hereto as Schedule 1;

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

- 1. The Original Declaration is hereby amended by the addition of the real property described in Exhibit A attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

[Signature: Alan A. Howe]

[Signature: Madeline J. Merritt]

WALDEN LAKE, INC.

BY [Signature] President

Attest: [Signature] Secretary



1986 DEC -11 AM 8:16 06263708

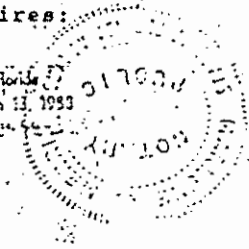
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 1986 by ALAN H. HILMAN, JR. and WIM J. FLORELL as President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

Maureen J. Meisner  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires March 15, 1989  
Based on the last date known to me



DEC 4 974 P. 1332

EXHIBIT A

Lots 14, 21, 22, 23, 24, 25, 26, 27, 28, 37, 38, and 39 all in WALDEN LAKE, Unit No. 13A, according to map or plat thereof recorded in Plat book 59, page 6, and according to the replat of WALDEN LAKE Unit 13 recorded in Plat Book 53 at page 24, in the Public Records of Hillsborough County, Florida.

JOINDER OF PROPERTY OWNER  
(WALDEN LAKE UNIT NO. 13 - CORPORATE)  
Village Green

The undersigned, being owner of the following described property:  
<sup>21, 22, 23, 24, 25, 26,</sup>  
Lot(s) ~~27, 28, 37, 38, 39~~ in Walden Lake Unit No. 13,  
according to the map or plat thereof recorded  
in Plat Book 53, Page 24 of the Public Records  
of Hillsborough County, Florida. (the "Property")

hereby consents to and joins in the execution of the supplement  
to the Declaration of Covenants, Conditions and Restrictions for  
WALDEN LAKE recorded in O.R. Book 4733, page 1883 of the Public  
Records of Hillsborough County, Florida (the "Declaration") for the  
purpose of subjecting the Property to the terms, conditions and pro-  
visions of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this instrument  
on the 1 day of October, 1986.

Witnesses:

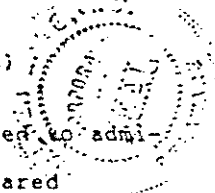
[Signature]  
Maureen J. Messin

By: [Signature]  
WALDEN LAKE, INC.  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

(CORPORATE SEAL)



BEFORE ME, the undersigned authority, duly authorized to admin-  
nister oaths and take acknowledgments, personally appeared

ALFRED HOFFMAN, JR. + Kim J. Flosell

to me well known to be the President and Secretary of the aforemen-  
tioned corporation described in and who executed the foregoing instru-  
ment, and they acknowledged before me that they executed the  
same freely and voluntarily for the purposes therein expressed on  
behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
1 day of October, 1986

[Signature]  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 18, 1988





JOINDER OF PROPERTY OWNER  
(WALDEN LAKE UNIT NO. 13 - INDIVIDUAL)  
Village Green

The undersigned, being owner of the following described property:

Lot(s) <sup>14</sup> 2331 in Walden Lake Unit No. 13,  
according to the map or plat thereof  
recorded in Plat Book 53, Page 24 of the Public  
Records of Hillsborough County, Florida. (the  
"Property")

hereby consents to and joins in the execution of the supplement  
to Covenants, Conditions and Restrictions for WALDEN LAKE recorded in  
O.R. Book 4733, page 1883 of the Public Records of Hillsborough  
County, Florida (the "Declaration") subjecting the Property to the  
terms, conditions and provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this instrument  
on the 13<sup>th</sup> day of June, 1986.

Witnesses:

J. Pat  
Maureen J. Morrison

x Frederick Evans (Seal)  
\_\_\_\_\_ (Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, duly authorized to admi-  
nister oaths and take acknowledgments, personally appeared

Mr. FREDERICK EVANS

to me well known to be the person(s) described in and who executed the  
foregoing instrument, and he acknowledged before me that he  
executed the same freely and voluntarily for the purposes therein  
express.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
13 day of June, 1986

Maureen J. Morrison  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 18, 1988  
Baker & Co. Inc. Notary, Inc.



Prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED  
*Richard L. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

AMENDED FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, FOR WALDEN LAKE

THIS AMENDMENT made this 17<sup>th</sup> day of December, 1986 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida, and amended by First Amendment recorded in Official Records Book 4758 at page 0096, and by Second Amendment recorded in Official Records Book 4831 at page 0674, and by Third Amendment recorded in Official Records Book 4848 at page 1062, and by the Fourth Amendment recorded in Official Records Book 4939 at page 0599, and by Fifth Amendment recorded on Official Records Book 4974 at page 1330, all of the Public Records of Hillsborough County, Florida herein after, referred to as "Original Declaration;" and

WHEREAS, Declarant filed a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Lake, and

WHEREAS, said Fifth Amendment contained joinders with an incorrect legal description, and

WHEREAS, Declarant wishes to amend the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions to correct said legal description on the joinders which are attached to the Fifth Amendment as Schedule 1, and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Exhibit A attached hereto and also described in the Joinder of Property Owner attached hereto as Schedule 2

NOW, THEREFORE, Declarant hereby amends the Fifth Amendment as follows:

1. The Fifth Amendment is hereby amended by the deletion of the Joinders attached thereto as Schedule 1 and is replaced thereof with the Joinders attached hereto as Schedule 1.
2. The Original Declaration is hereby amended by the addition of the real property described in Exhibit A attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
3. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
4. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

87015889  
807 JAN 22 AM 8 14

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

Signed, sealed and delivered in the presence of:

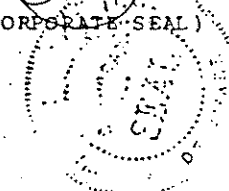
[Signature]

WALDEN LAKE, INC.

BY [Signature]  
President

[Signature]

Attest: [Signature]  
Secretary  
(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 17 day of December, 1986 by ALFRED HOFFMAN SR and Ken J. FROSELL as President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires March 13, 1988

EXHIBIT A

Lots 8, 15, 16, 19, 20, 33, 36, in WALDEN LAKE, Unit No. 13-A, a replat of WALDEN LAKE UNIT 13 according to the map or plat thereof as recorded in Plat Book 59, Page 6, of Public Records of Hillsborough County, Florida.

Prepared by and to  
be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
✓ 2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

RECORD VERIFIED  
*Richard L. Lake*  
Clark of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Sleetman, D.C.

SIXTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 25 day of NOVEMBER, 1986  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida; hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough  
County, Florida, and amended by First Amendment recorded in Official  
Records Book 4758 at page 0096, and by Second Amendment recorded in  
Official Records Book 4831 at page 0674, and by Third Amendment  
recorded in Official Records Book 4848 at page 1062, and by the Fourth  
Amendment recorded in Official Records Book 4939 at page 0599, and by  
the Fifth Amendment recorded in Official Records Book 4974 at  
page 1330, all of of the Public Records of Hillsborough County,  
Florida herein after, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, Declarant is the owner of all that real property  
described on Schedule 1 attached hereto and by reference made a part  
hereof, and wishes to add said real property to the Properties made  
subject to the Original Declaration;

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Schedule 1 attached hereto and said  
real property shall be subject to each and every term, condition,  
covenant and restriction of the Original Declaration as it exists and  
as it may be and may have been amended from time to time.

2. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

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

Signed, sealed and delivered  
in the presence of:

*Richard L. Lake*

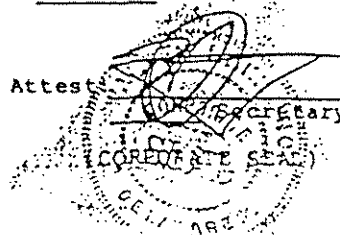
*Deana A. Davis*

WALDEN LAKE, INC.

RICHARD L. LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

BY *[Signature]*  
President

Attest *[Signature]*  
Secretary



1986 DEC 17 AM 11:42  
86282447

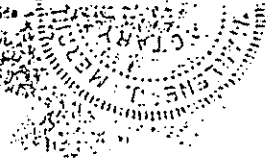
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 25  
day of NOVEMBER, 1986 by ALFRED H. HARRIS, JR. and KIM J. FOSSELL  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

Marlene J. Merrin  
Notary Public

My commission expires  
March 18, 1988

Notary Public, State of Florida  
My Commission Expires March 18, 1988  
I have filed this instrument with the



SCHEDULE 1

LEGAL DESCRIPTION

The South 1/2 of the NE 1/4 of the NW1/4 of Section 7,  
Township 29 South, Range 22 East, Hillsborough County  
Florida, and subject to road right of way.

*20 acre parcel  
owner of Steele*

Prepared by and to be returned to: Julius J. Zschau, Esq. Sorota and Zschau, P.A. 2515 Countryside Blvd., Suite A Clearwater, FL 33575

RICHARD L. ABE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

RECORD VERIFIED Richard L. Abe Clerk of Circuit Court Hillsborough County, Fla. By Teresa A. Streetman, D.C.

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 4 day of Dec., 1986 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida, and amended by First Amendment recorded in Official Records Book 4758 at page 0096, and by Second Amendment recorded in Official Records Book 4831 at page 0674, and by Third Amendment recorded in Official Records Book 4848 at page 1062, and by the Fourth Amendment recorded in Official Records Book 4939 at page 0599, and by the Fifth Amendment recorded in Official Records Book 4974 at page 1330, and Sixth Amendment recorded in Official Records Book 4992 at page 0401 all of the Public Records of Hillsborough County, Florida herein after, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Exhibit A attached hereto and also described in the Joinder of Property Owner attached hereto as Schedule 1;

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

- 1. The Original Declaration is hereby amended by the addition of the real property described in Exhibit A attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

WALDEN LAKE, INC.

BY [Signature] President

Attest: [Signature] Secretary

(CORPORATE SEAL)

87007567

1987 JUN 12 10 09 AM



REC 5016 20631

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 4  
day of DECEMBER, 1986 by ALLEN HOFFMAN JR. and KIM S. FROELL  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

Malcolm J. Morris  
Notary Public

My commission expires;


My Commission Expires: \_\_\_\_\_  


EXHIBIT A

LEGAL DESCRIPTION

As a POINT OF BEGINNING commence at the Southwesterly most point of WALDEN LAKE UNIT 11B, as recorded in Plat Book 53, page 43 of the Public Records of Hillsborough County, Florida, said point lying on the Westerly right-of-way line of Golfview Drive, and proceed S. 15 26'00" E. (a plat bearing), along said Westerly right-of-way line, a distance of 220.00 feet to the Point of Curvature of a curve concave to the Northeast, having a radius of 230.00 feet and a chord which bears S. 32 39'31" E., a distance of 136.22 feet; thence along the arc of said curve to the left and said Westerly right-of-way line, a distance of 138.30 feet to the Point of Terminus of said curve; thence S. 40 06'58" W. (Radial), a distance of 92.17 feet; thence S. 89 51'40" W., a distance of 348.00 feet; thence N. 00 08' 20" W., a distance of 317.32 feet; thence N.73 41'40"E. a distance of 287.68 feet to the POINT OF BEGINNING. Section 6, Township 29 South, Range 22 East.

SCHEDULE 1

JOINDER OF PROPERTY OWNER

The undersigned, being owner of the following described property:

As a POINT OF BEGINNING commence at the Southwesterly most point of WALDEN LAKE UNIT 11B, as recorded in Plat Book 53, page 43 of the Public Records of Hillsborough County, Florida, said point lying on the Westerly right-of-way line of Golfview Drive, and proceed S. 15 26'00" E. (a plat bearing), along said Westerly right-of-way line, a distance of 220.00 feet to the Point of Curvature of a curve concave to the Northeast, having a radius of 230.00 feet and a chord which bears S. 32 39'31" E., a distance of 136.22 feet; thence along the arc of said curve to the left and said Westerly right-of-way line, a distance of 138.30 feet to the Point of Terminus of said curve; thence S.40 06'58" W. (Radial), a distance of 92.17 feet; thence S. 89 51'40" W., a distance 348.00 feet; thence N. 00 08'20" W., a distance of 371.32 feet; thence N.73 41'40" E., a distance of 287.68 feet to the POINT OF BEGINNING. Section 6, Township 29 South, Range 22 East.

hereby consents to and joins in the execution of the amendment, to which this joinder is attached, of the Declaration of Covenants, Conditions, and Restrictions for WALDEN LAKE, recorded in O.R. Book 4733, at Page 1883 in the Public Records of Hillsborough County, FL for the purpose of subjecting said property to the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 6<sup>th</sup> day of January, 1987.

Witnesses:

[Signature]  
[Signature]

x [Signature] (Seal)  
x [Signature] (Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared  
Martin and Judy Zfaz

to me well known to be the person(s) described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein express.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of January, 1987.

[Signature]  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 12/31/88  
[Faint text]

9  
LS

Prepared by and to  
be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

OFF. REC. 5090 523

EIGHTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 27<sup>th</sup> day of February, 1987  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough, along  
with any recorded amendments, hereinafter called the "Original  
Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addi-  
tion of the real property described on Exhibit A attached hereto and  
by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this amendment  
by Lot Owners in the Exhibit A properties, copies of said Joinders are  
attached hereto as Schedule 1 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Exhibit A attached hereto and said real  
property shall be subject to each and every term, condition, covenant  
and restriction of the Original Declaration as it exists and as it may  
be and may have been amended from time to time.

2. The Lot Owners other than Declarant owning Lots in the  
Exhibit A property, by the execution of the Joinders attached hereto  
as Schedule 1, do hereby consent and join in the execution of this  
amendment.

3. The Original Declaration is hereby amended by the addition of  
the real property described in the Joinders of Property Owners  
attached hereto as Schedule 1 and said real property together with the  
Exhibit A property, shall be subject to each and every term, con-  
dition, covenant and restriction of the Original Declaration as it  
exists and as it may be and may have been amended from time to time.

4. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

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

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

87082779

1987 APR -9 PM 4:48

MI. 50906 524  
REC.

Signed, sealed and delivered  
in the presence of:

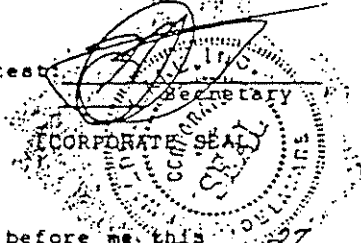
J. Lee

WALDEN LAKE, INC.

BY [Signature]  
President

Jennifer H. Kelly

Attest: [Signature]  
Secretary



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 27  
day of FEB., 1987 by ALFRED HOFFMAN JR. and KIM S. PROSELL  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

Maureen J. Merwin  
Notary Public

My commission expires

Notary Public, State of Florida  
My Commission Expires March 10, 1988  
I signed this Notary Public Statement, Nov. 1987

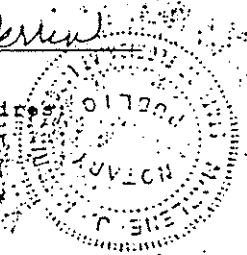


EXHIBIT A

OFF.  
REC. 5090 525

DESCRIPTION

A parcel of land lying in the Northeast 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida; AND the Northwest 1/4 of Section 7, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southwest corner of the Northwest 1/4 of said Section 7, and proceed S. 89°25' 51" E. (an assumed bearing), along the South boundary of the Northwest 1/4 of said Section 7, a distance of 470.00 feet; thence N. 31°38' 05" W., a distance of 800.00 feet; thence N. 72°14' 58" W., a distance of 1645.01 feet; thence S. 16°52' 00" W., a distance of 236.54 feet to the Point of Curvature of a curve concave to the Southeast, having a radius of 2920.25 feet and a chord which bears S. 07° 42' 07" W., a distance of 925.22 feet; thence along the arc of said curve to the left, a distance of 929.12 feet to a point on the South boundary of the Northeast 1/4 of said Section 12; thence S. 88°49' 56" E., along said South boundary, a distance of 1710.10 feet to the POINT OF BEGINNING.

Which has been platted as WALDEN LAKE UNIT 34/35 according to the map or plat thereof as recorded in Plat Book 61, Page 37, of the Public Records of Hillsborough County, Florida

## EXHIBIT A

OFF. REC. 5090 &amp; 526

## DESCRIPTION

A parcel of land in the West 1/2 of the Northeast 1/4 of Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

As a POINT OF BEGINNING commence at the Southwesterlymost corner of Lot 25, Block 1 of WALDEN LAKE UNIT 11-B, as recorded in Plat Book 53, page 43 of the Public Records of Hillsborough County, Florida, and proceed N. 73°41' 40" E. (a plat bearing), along the Southerly boundary of Lots 21, 22, 23, 24, and 25, Block 1 of said WALDEN LAKE UNIT 11-B, a distance of 626.10 feet to the Southeasterlymost corner of Lot 21, Block 1 of said WALDEN LAKE UNIT 11-B, said point also lying on the East boundary of the West 1/2 of the Northeast 1/4 of said Section 6; thence S. 00°08' 20" E., along said East boundary, a distance of 492.88 feet to the Northwest corner of Lot 1, Block 1 of WALDEN LAKE UNIT 24-A, as recorded in Plat Book 53, page 50 of the Public Records of Hillsborough County, Florida; thence S. 10°04' 00" W., along the West boundary of Lot 1, Block 1 of said WALDEN LAKE UNIT 24-A, a distance of 93.41 feet to the Northerly right-of-way line of Golfview Drive; thence N. 79° 56' 00" W., along said Northerly right-of-way line, a distance of 55.11 feet to the Point of Curvature of a curve concave to the Northeast; having a radius of 250.00 feet and a chord which bears N 75°52' 43" W., a distance of 35.36 feet; thence along the arc of said curve to the right and said Northerly right-of-way line, a distance of 35.39 feet to a Point of Reverse Curvature of a curve concave to the Southwest; having a radius of 250.00 feet and a chord which bears N. 75°52' 57" E., a distance of 35.36 feet; thence along the arc of said curve to the left and said Northerly right-of-way line, a distance of 35.39 feet to the Point of Tangency of said curve; thence N. 79° 56' 00" W., along said Northerly right-of-way line, a distance of 274.47 feet to the Point of Curvature of a curve concave to the Northeast, having a radius of 170.00 feet and a chord which bears N. 47°41' 00" W., a distance of 181.43 feet; thence along the arc of said curve to the right and said Northerly right-of-way line, a distance of 191.38 feet to the Point of Tangency of said curve; thence N. 15°26' 00" W., along said Northerly right-of-way line, a distance of 220.00 feet to the POINT OF BEGINNING.

Which has been platted as WALDEN LAKE UNIT 25-B, according to the map thereof as recorded in Plat Book 61, Page 36, Public Records of Hillsborough County, Florida

EXHIBIT A

OFF. 5090 527  
REC.

LEGAL DESCRIPTION  
TANGLEWOOD VILLAGE UNIT 18

A parcel of land lying in the Southwest  $\frac{1}{4}$  of Section 31, Township 28 South, Range 22 East, and the Northwest  $\frac{1}{4}$  of Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the most Southwesterly corner of "WALDEN LAKE UNIT NO. 13-A A REPLAT OF WALDEN LAKE UNIT 13" as recorded in Plat Book 59, Page 6, in the Public Records of Hillsborough County, Florida; thence S.86°34'12"W., 174.15 feet; thence S 63°55'04"W., 179.58 feet; thence S.85°21'00"W., 339.81 feet; thence N.53°10'00"W., 121.04 feet; thence S.88°12'16"W, 275.89 feet; thence N.28°37'55"W., 82.54 feet; thence N.38°31'31"E., 520.66 feet; thence N.43°09'27"E., 289.97 feet; thence N.57°15'51"E., 148.45 feet; thence N.05°06'06"W., 213.19 feet; thence N.59°52'59"E., 405.24 feet; thence N.56°26'47"E., 151.12 feet; thence N.86°32'58"E., 77.37 feet; thence S.14°13'18"E., 594.94 feet to the North Boundary of said "WALDEN LAKE UNIT NO.13-A A REPLAT OF WALDEN LAKE UNIT 13" as recorded in Plat Book 59, Page 6, in the Public Records of Hillsborough County, Florida; thence along the North and West boundary of said "WALDEN LAKE UNIT NO. 13-A A REPLAT OF WALDEN LAKE UNIT 13" the following four (4) courses: (1) S.74°43'53"W., 440.01 feet; (2) S.13°16'44"E., 276.70 feet; (3) S.34°56'35"E., 99.55 feet; (4) S.18°57'48"E., 189.23 feet to the POINT OF BEGINNING.

Containing 19.45 acres, more or less.

Which has been platted as WALDEN LAKE UNIT 18, according to the map or plat thereof as recorded in Plat Book 61, Page 32, of the Public Records of Hillsborough County, Florida.



Prepared by and to  
be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

OFF. REC. 5090 536

RICHARD L. LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

NINTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 31<sup>st</sup> day of March, 1987  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough, along  
with any recorded amendments, hereinafter called the "Original  
Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addi-  
tion of the real property described on Exhibit A attached hereto and  
by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this amendment  
by Lot Owners in the Exhibit A properties, copies of said Joinders are  
attached hereto as Schedule 1 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Exhibit A attached hereto and said real  
property shall be subject to each and every term, condition, covenant  
and restriction of the Original Declaration as it exists and as it may  
be and may have been amended from time to time.

2. The Lot Owners other than Declarant owning Lots in the  
Exhibit A property, by the execution of the Joinders attached hereto  
as Schedule 1, do hereby consent and join in the execution of this  
amendment.

3. The Original Declaration is hereby amended by the addition of  
the real property described in the Joinders of Property Owners  
attached hereto as Schedule 1 and said real property together with the  
Exhibit A property, shall be subject to each and every term, con-  
dition, covenant and restriction of the Original Declaration as it  
exists and as it may be and may have been amended from time to time.

4. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

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

1987 APR -9 PM 4:48

87082781

LKA  
52

OFF. 5090 537  
REC.

Signed, sealed and delivered  
in the presence of:

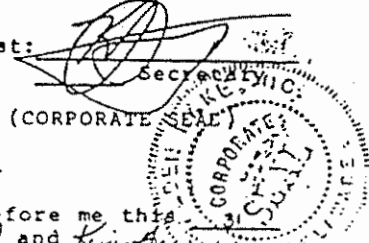
[Signature]

WALDEN LAKE, INC.

BY [Signature]  
President

[Signature]

Attest: [Signature]



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this  
day of March, 1987 by [Signature] and [Signature]  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. FEB. 9, 1991  
RECORDED THRU GENERAL REG. SYS.



EXHIBIT A

WALDEN LAKE UNIT 11B

OFF. 5090 & 538  
REC.

Lots 12, 14, 16, 17, 22 and 23 in Block 1 in Walden Lake Unit 11B, according to the map or plat thereof recorded in Plat Book 53, Page 43-1 of the Public Records of Hillsborough County, Florida.

EXHIBIT A

VILLAGE GREEN

OFF. REC. 50902 539

Lots 3 and 41 in Walden Lake Unit No. 13-A,  
a replat of WALDEN LAKE UNIT 13 according  
to map or plat thereof as recorded in Plat  
Book 59, Page 6 of the Public records of  
Hillsborough County, Florida.

Village

EXHIBIT A

WALDEN LAKE FAIRWAY ESTATES, UNIT II

OFF. REC. 5090 540

Lots 1 and 2 in Block 2 in Walden Lake Fairway Estates Unit II, according to the map or plat thereof recorded in Plat Book 51, Page 31 of the Public records of Hillsborough County, Florida.

Lots 6 and 7 in Block 3 in Walden Lake Fairway Estates Unit II, according to the map or plat thereof recorded in Plat Book 51, Page 31 of the Public Records of Hillsborough County, Florida.

EXHIBIT A

WALDEN LAKE FAIRWAY ESTATES

OFF. 5090 541  
REC.

Lots 7, 13, 15, and 20 in Block 1 in Walden Lake  
Fairway Estates, according to the map or plat  
thereof recorded in Plat Book 48, Page 14-1  
through 14-2 of the Public Records of Hillsborough  
County, Florida.

Fair

EXHIBIT A

WALDEN PLACE

OFF.  
REC. 50906 542

Walden Lake Unit No. 17, Phase I, according to map or plat  
book thereof recorded in Plat Book 54, Page 6 of the Public  
records of Hillsborough County, Florida, and

Walden Lake Unit No. 17, Phase II, according to map or plat  
book thereof recorded in Plat Book 59, Page 20 of the Public  
records of Hillsborough County, Florida.

Walden Place

Prepared by and to be returned to:  
Juilus J. Zachau, Esq.  
Sorota and Zachau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 31<sup>st</sup> day of March, 1987 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough, along with any recorded amendments, hereinafter called the "Original Declaration";

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this amendment by Lot Owners in the Exhibit A properties, copies of said Joinders are attached hereto as Schedule 1 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The Original Declaration is hereby amended by the addition of the real property described in Exhibit A attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The Lot Owners other than Declarant owning Lots in the Exhibit A property, by the execution of the Joinders attached hereto as Schedule 1, do hereby consent and join in the execution of this amendment.
3. The Original Declaration is hereby amended by the addition of the real property described in the Joinders of Property Owners attached hereto as Schedule 1 and said real property together with the Exhibit A property, shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
4. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
5. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

RECORD VERIFIED  
*Richard Allen*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Grace Cohen, D.C.

1987 APR 16 AM 8:33

87087746



REC-5094-1940

Signed, sealed and delivered  
in the presence of:

Jennifer A. Bailey

Jo Pol

WALDEN LAKE, INC

BY [Signature]  
President

Attest: [Signature]  
Secretary  
(CORPORATE SEAL)  
WALDEN LAKE, INC  
CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 31  
day of March, 1987 by Jennifer A. Bailey and Jo Pol  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

Joan Cox  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP. 9, 1991  
BUREAU OF CONSUMER SERVICES

(NOTARY SEAL)  
JOAN COX  
NOTARY PUBLIC  
STATE OF FLORIDA

EXHIBIT A

WALDEN LAKE UNIT 24A

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 21, and 22 in Block 1 in WALDEN LAKE, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public records of Hillsborough County, Florida.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, and 23 in Block 2 in WALDEN LAKE, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public Records of Hillsborough County, Florida.

Lots 1, 3, 4, 5, 8, 9, 10, 11, 12, 14, and 15 in Block 3 in WALDEN LAKE, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public Records of Hillsborough County, Florida.

Lots 1, 2, 3, 4, 5, 10, 13, 14, 15, 16, 17, 18, 22, 19, 20, and 84 in Block 4 in WALDEN LAKE, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public records of Hillsborough County, Florida.

REC-5096 160

3  
J

Prepared by and to  
be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

ELEVENTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 31st day of March, 1989  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough  
County, Florida, and all recorded amendments thereto, all of of the  
Public Records of Hillsborough County, Florida herein after, referred  
to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, Declarant is the owner of all that real property  
described on Schedule 1 attached hereto and by reference made a part  
hereof, and wishes to add said real property to the Properties made  
subject to the Original Declaration;

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Schedule 1 attached hereto and said  
real property shall be subject to each and every term, condition,  
covenant and restriction of the Original Declaration as it exists and  
as it may be and may have been amended from time to time.
2. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

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

Signed, sealed and delivered  
in the presence of:

*Jennifer J. Beilly*

*Ja. [unclear]*

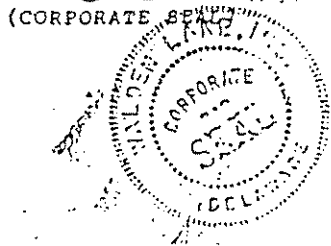
RECORD VERIFIED  
*Richard L. Lake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Streetman, D.C.

WALDEN LAKE, INC.

BY *[Signature]*  
President

Attest: *[Signature]*  
Secretary

RICHARD L. LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY



1587 APR 16 PM 4:14  
87080837

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

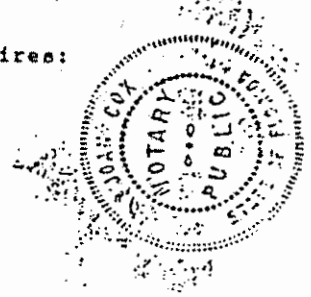
REC. 5096 161

The foregoing instrument was acknowledged before me this 31<sup>st</sup>  
day of March, 1987 by Richard Williams and Gene Powell  
as President and Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

James Cox  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1991  
BOLDEN THRU GENERAL INV. MCO.



WESTWOOD

OFF. 5096 162  
REC.

## WALDEN LAKE UNIT 30

## DESCRIPTION

As a Point of Reference commence at the Southwest corner of the NW 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and proceed S. 00° 51' 32" E. (an assumed bearing) along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 625.00 feet to a POINT OF BEGINNING; thence N. 00° 35' 31" E., parallel with the West boundary of the NW 1/4 of said Section 12, a distance of 1055.00 feet; thence N. 09° 25' 03" W., a distance of 120.00 feet; thence N. 00° 35' 31" E., parallel with said West boundary, a distance of 1445.77 feet to the South right-of-way line of Griffin Boulevard; thence S. 09° 24' 00" E., along said South right-of-way line, a distance of 79.64 feet to the Point of Curvature of a curve concave to the Northwest, having a radius of 650.00 feet and a chord which bears N. 72° 46' 03" E., a distance of 398.11 feet; thence along the arc of said curve to the left and said South right-of-way line, a distance of 404.61 feet to a Point of Reverse Curvature of a curve concave to the Southeast, having a radius of 550.00 feet and a chord which bears N. 70° 07' 23" E., a distance of 200.20 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 1291.60 feet to the Point of Tangency of said curve; thence N. 05° 18' 43" E., along said South right-of-way line, a distance of 150.33 feet to the Point of Curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a chord which bears S. 70° 44' 40" E., a distance of 109.00 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 111.31 feet to a Point of Compound Curvature of a curve concave to the Southwest, having a radius of 550.00 feet and a chord which bears S. 47° 05' 32" E., a distance of 297.02 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 301.59 feet to the Point of Tangency of said curve; thence S. 31° 23' 00" E., along said South right-of-way line, a distance of 920.00 feet to the Point of Curvature of a curve concave to the Northeast, having a radius of 650.00 feet and a chord which bears S. 60° 15' 30" E., a distance of 627.77 feet; thence along the arc of said curve to the left and said South right-of-way line, a distance of 655.15 feet to a Point of Reverse Curvature of a curve concave to the Southwest, having a radius of 750.00 feet and a chord which bears S. 74° 22' 20" E., a distance of 302.19 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 306.45 feet to a Point of Reverse Curvature of a curve concave to the Northeast, having a radius of 850.00 feet and a chord which bears S. 74° 52' 09" E., a distance of 447.39 feet; thence along the arc of said curve to the left and said South right-of-way line, a distance of 452.73 feet to a Point of Reverse Curvature of a curve concave to the Southwest, having a radius of 750.00 feet and a chord which bears S. 01° 37' 50" E., a distance of 221.64 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 222.46 feet to a Point of Compound Curvature of a curve concave to the Southwest, having a radius of 50.00 feet and a chord which bears S. 20° 00' 01" E., a distance of 70.71 feet; thence along the arc of said curve to the right and the Intersection right-of-way line of Griffin Boulevard and Timberlane Drive, a distance of 78.54 feet to the Point of Tangency; thence S. 16° 52' 00" W., along the West right-of-way line of Timberlane Drive, a distance of 250.00 feet to a Point of Curvature of a curve concave to the Southeast, having a radius of 2920.25 feet and a chord which bears S. 07° 45' 07" W., a distance of 925.21 feet; thence along the arc of said curve to the left and said West right-of-way line, a distance of 929.13 feet to an Intersection with the South boundary of the NE 1/4 of said Section 12 and the Point of Terminus of said curve; thence N. 00° 49' 56" W., along said South boundary, a distance of 965.00 feet to the Southeast corner of the NW 1/4 of said Section 12; thence N. 00° 48' 00" W., along the South boundary of the SE 1/4 of the NW 1/4 of said Section 12, a distance of 1326.97 feet to the SE corner of the SW 1/4 of the NW 1/4 of said Section 12; thence N. 00° 51' 32" W., along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 700.52 feet to the POINT OF BEGINNING.

Which includes those lots platted as Walden Lake Unit 30, Phase I, Section A, Plat Book 62 Page 15; Walden Lake Unit 30, Phase I, Section B, Plat Book 62, Page 16; and Walden Lake Unit 30, Phase I, Section D, Plat Book 62, Page 17.

23  
P

Prepared by and to  
be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

RICHARD L. AXE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY, FLA.

TWELFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 31st day of March, 1987  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough, along  
with any recorded amendments, hereinafter called the "Original  
Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, the Declaration of Covenants, Conditions and  
Restrictions for WALDEN LAKE UNIT 14 recorded in O.R. Book 4295, at  
Page 1697 in the Public Records of Hillsborough County, Florida provi-  
des that the property described therein shall be subject to the Master  
Association's covenants, conditions and restrictions.

WHEREAS, Declarant wishes to amend said Declaration by the addi-  
tion of the real property described on Exhibit A attached hereto and  
by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this amendment  
by Lot Owners in the Exhibit A properties, copies of said Joinders are  
attached hereto as Schedule 1 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Exhibit A attached hereto and said real  
property shall be subject to each and every term, condition, covenant  
and restriction of the Original Declaration as it exists and as it may  
be and may have been amended from time to time.

2. The Lot Owners other than Declarant owning Lots in the  
Exhibit A property, by the execution of the Joinders attached hereto  
as Schedule 1, do hereby consent and join in the execution of this  
amendment.

3. The Original Declaration is hereby amended by the addition of  
the real property described in the Joinders of Property Owners  
attached hereto as Schedule 1 and said real property together with the  
Exhibit A property, shall be subject to each and every term, con-  
dition, covenant and restriction of the Original Declaration as it  
exists and as it may be and may have been amended from time to time.

4. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.

1987 APR 16 PM 4:15

87080838

RECORD VERIFIED  
Richard L. Axe  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Siro

5. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

Jennifer A. Reilly

J.R.

WALDEN LAKE, INC.

BY [Signature]  
President

Attest: [Signature]  
Secretary  
(CORPORATE SEAL)  
WALDEN LAKE, INC.  
HILLSBOROUGH COUNTY, FLORIDA

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH. )

The foregoing instrument was acknowledged before me this 31 day of March, 1987 by Alfred Hoffmann and Kevin Smith as President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 9, 1991  
BOULEVARD GENERAL INS. BRO.

NOTARY PUBLIC  
STATE OF FLORIDA  
J. R. [Signature]

EXHIBIT A

WEDGEWOOD

OFF. 5096  
REC. 165

Walden Lake Unit No. 14, according to map or plat thereof  
recorded in Plat Book 54, Page 20 of the Public records  
of Hillsborough County, Florida.

Wedgewood

165



Prepared by and to  
be returned to:  
R 7 Juilus J. Zschau, Esq.  
Sorota and Zschau, P.A. ✓  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

41  
OFF. REC. 5118 1511

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

THIRTEENTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

RECORD VERIFIED  
*Richard Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Grace Cohen, D.C.

THIS AMENDMENT made this 6<sup>th</sup> day of May, 1987  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough, along  
with any recorded amendments, hereinafter called the "Original  
Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment thereof,  
additional lands to the Properties made subject to said Original  
Declaration; and

WHEREAS, the conveying instrument to the properties described on  
Exhibit A contain reference to the Exhibit A properties being subject  
to the Original Declaration when the Master Association is formed; and

WHEREAS, the Master Association for Walden Lake has been formed;  
and

WHEREAS, Declarant wishes to amend said Declaration by the addi-  
tion of the real property described on Exhibit A attached hereto and  
by reference made a part hereof; and

WHEREAS, in addition a property owner has indicated his desire to  
make his property subject to the Original Declaration by executing the  
joinder attached hereto as Schedule 1.

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. The Original Declaration is hereby amended by the addition of  
the real property described in Exhibit A attached hereto and said real  
property shall be subject to each and every term, condition, covenant  
and restriction of the Original Declaration as it exists and as it may  
be and may have been amended from time to time.

2. The Lot Owners other than Declarant owning Lots in the  
Exhibit A property, pursuant to the agreement contained in their  
deeds by which they take title have consented to the execution of this  
amendment.

3. The Original Declaration is hereby amended by the addition of  
the real property described in the Exhibit A and said real property  
shall be subject to each and every term, condition, covenant and  
restriction of the Original Declaration as it exists and as it may be  
and may have been amended from time to time.

4. The original Declaration is amended by the addition of Lot  
16, Block 1 in Walden Lake Unit 24A, according to the map or plat  
thereof recorded in Plat Book 53, Page 50 of the Public Records of  
Hillsborough County, Florida, pursuant to the joinder attached hereto  
as Schedule 1.

1987 MAY 13 AM 9 03

87110737

5. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.

6. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

WALDEN LAKE, INC.

BY: [Signature] President

Attest: [Signature] Asst. Secretary



(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 1987 by Kim Frosell and LILLIE ROZAK as VICE President and Asst. Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

~~MY COMMISSION EXPIRES~~

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 8, 1991  
BEING 1678 CENTRAL ISL. W.D.



EXHIBIT A

Lot 4, Block 1, WALDEN LAKES, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public Records of Hillsborough County, Florida.

Lots 9, 13, 20, 21, 22, 23 and 24, Block 2, WALDEN LAKE, UNIT 24A, according to the map or plat thereof as recorded in Plat Book 53, Page 50 of the Public Records of Hillsborough County, Florida.

Lots 2, 6, 7 and 13 in Block 3 of Walden Lake Unit 24A, according to the map or plat thereof as recorded in Plat Book 53 on Page 50 of the Public Records of Hillsborough County, Florida.

JOINDER OF PROPERTY OWNER

The undersigned, being owner of the following described property:

Lot(s) 16 in Block 1 in WALDEN LAKE, UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, Page 50 of the Public Records of Hillsborough County, Florida

hereby consents to and joins in the execution of the amendment to "Declaration of Covenants, Conditions, and Restrictions for THE PADDOCKS" recorded in O.R. Book 4758 at page 73-95 of the Public Records of Hillsborough County, Florida (the Restrictions) which amends the existing covenants, conditions and restrictions recorded in O.R. Book 4081 at page 392 of the Public Records of Hillsborough County, Florida as amended by deleting them and replacing them with the Restrictions and further consents and joins in the execution and extension of the Declaration of Covenants, Conditions and Restrictions for WALDEN LAKE recorded in O.R. Book 4733, page 1882 of the Public Records of Hillsborough County, Florida for the purpose of subjecting said property to the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 27 day of April, 1987.

Witnesses:

Marlene J. Merritt  
Jennifer Keiley

James C. Garner  
Hinda M. Garner

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared James C. Garner & Hinda M. Garner to me well known to be the person(s) described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein express.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of April, 1987.

Marlene J. Merritt  
Notary Public, State of Florida  
My Commission Expires:



My Commission Expires March 31, 1987

OFF. REC. 5230 665

16 L.C.

Prepared by and to be returned to:

Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

RECORD VERIFIED  
Richard A. Lake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kimberley A. Sinalo, D.C.

THIS AMENDMENT made this 15<sup>th</sup> day of September, 1987 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough, along with any recorded amendments, hereinafter called the "Original Declaration",

WHEREAS, Declarant wishes to amend Exhibit C of the Original Declaration, by the addition of the real property described in Schedule 1 attached hereto and by reference made a part hereof; and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties thereby making such additional land subject to the Master Association's covenants, conditions and restrictions; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Schedule 1 to the Properties, thereby subjecting the Schedule 1 land to the Master Declaration of Covenants, Conditions and Restrictions for Walden Lake; and

WHEREAS, Declarant is joined in the execution of this amendment by Lot Owners in the Schedule 1 properties, copies of said joinders are attached hereto as Schedule 2 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. Exhibit C of the Original Declaration is hereby amended by the addition of the real property described in Schedule 1 attached hereto.
2. The Original Declaration is hereby amended by the addition of the real property described in Schedule 1 attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
3. The Lot Owners other than Declarant owning Lots in the Schedule 1 property, by the execution of the Joinders attached hereto as Schedule 2, do hereby consent and join in the execution of this amendment.
4. The Original Declaration is hereby amended by the addition of the real property described in the Joinders of Property Owners attached hereto as Schedule 2 and said real property together with the Schedule 1 property, shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
5. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.

RICHARD L. LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

1987 SEP 22 PM 4:05

37224557

SCHEDULE 1

OFF. REC. 5230 666

LEGAL DESCRIPTION - WALDEN LAKE UNIT 12

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 and the East 1/2 of the North 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 28 South, Range 22 East, Hillsborough County, Florida. LESS the East 200 feet thereof, AND LESS right-of-way on the West side thereof for Alexander Street (State Road No. 39-A), all of which is more particularly described as follows:

Beginning at the intersection of the East right-of-way line of the aforesaid Alexander Street and the North boundary of WALDEN LAKE SUBDIVISION UNIT 1, recorded in Plat Book 45, Page 92, Public Records of Hillsborough County, Florida, run thence along said East right-of-way line N.00°12'12"W., 330.49 feet; thence S.89°25'01"E., 1033.55 feet along the North boundary of the aforesaid South 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 32; thence S.00°02'21"W., 659.76 feet along a line 200 feet West of and parallel with the East boundary of the aforesaid Southwest 1/4 of the Southwest 1/4 of Section 32; thence along the boundary of the aforesaid WALDEN LAKE SUBDIVISION UNIT 1, the following three (3) courses: 1) N.89°28'55"W., 457.62 feet; 2) N.00°10'47"W., 330.00 feet; 3) N.89°26'06"W., 573.25 feet to the Point of Beginning.

Containing 11.31 acres more or less.

which has been platted as WALDEN LAKE, UNIT 12, according to the map or plat thereof, recorded in Plat Book 60, Page 9, of the Public Records of Hillsborough County, Florida.

6. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

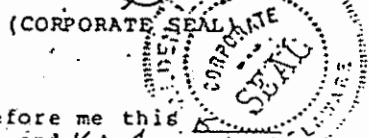
[Signature]

[Signature]

WALDEN LAKE, INC.

BY [Signature]  
Vice President

Attest: [Signature]  
Secretary



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 1st day of September, 1987 by Neal Kuschnick and Kim Annette as Vice President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1991  
ISSUED UNDER GENERAL L.S. 440.

16 PC

OFF. REC. 5463 239

Prepared by and to be returned to: Julius J. Zschau, Esq. Sorota and Zschau, P.A. 2515 Countryside Blvd., Suite A Clearwater, FL 33575

FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 30th day of June, 1988 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough, along with any recorded amendments, hereinafter called the "Original Declaration",

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of the real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this amendment by Lot Owners in the Exhibit A properties, copies of said Joinders are attached hereto as Schedule 1 and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

- 1. The Original Declaration is hereby amended by the addition of the real property described in Exhibit A attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The Lot Owners other than Declarant owning Lots in the Exhibit A property, by the execution of the Joinders attached hereto as Schedule 1, do hereby consent and join in the execution of this amendment.
3. The Original Declaration is hereby amended by the addition of the real property described in the Joinders of Property Owners attached hereto as Schedule 1 and said real property together with the Exhibit A property, shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
4. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
5. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

wal.am15

RECORD VERIFIED Richard Ahoy Clerk of Circuit Court Hillsborough County, Fla. By: Lisa M. Sutton, D.O.

RICHARD AHOY CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

1988 JUN 27 AM 9:29

88158812



OFF. REC. 5463 240

Signed, sealed and delivered  
in the presence of:

*Richard L. Boyer*

*Alan A. Lewis*

WALDEN LAKE, INC.

BY *P. Earl*  
Vice President

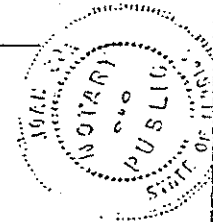
Attest: *William J. Baker*  
Asst. Secretary  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 30th  
day of June, 1988 by *Richard L. Boyer* and *Alan A. Lewis*  
as Vice President and Asst. Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

*James P. ...*  
Notary Public

My commission expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1991  
BORN 1900 GENERAL INS. VAD.

Prepared by and to  
be returned to:  
Jullus J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

4 28

~~SIXTEENTH~~ AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

OFF. REC. 5557 & 1030

THIS AMENDMENT made this 30th day of June, 1988  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, con-  
ditions and restrictions upon real property in Hillsborough County,  
Florida, by virtue of that certain Declaration as recorded in Official  
Records Book 4733, at page 1883, Public Records of Hillsborough, along  
with any recorded amendments, hereinafter called the "Original  
Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VIII, to bring additional land within  
the jurisdiction and control of the Association as Common Area; and

WHEREAS, Declarant wishes to add the property described on  
Schedule 1 attached hereto and by reference made a part hereof, to  
the jurisdiction and control of the Association as Common Area; and

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article IX, Section 4, to amend said  
Original Declaration; and

WHEREAS, Declarant wishes to correct typographical errors in  
Article II, Section 2 and Article VIII, Section 1 of the Original  
Declaration.

NOW, THEREFORE, Declarant hereby amends the Original Declaration  
as follows:

1. Exhibit B of the Original Declaration is hereby amended by the  
addition of the real property described in Schedule 1.
2. The real property described in Schedule 1 shall be "Common  
Area" as defined in the Original Declaration and the Association shall  
be responsible for the operation, maintenance and control of the prop-  
erty described on Schedule 1.
3. The first line in Article II, Section 2 is hereby amended by  
the deletion of Roman numeral "VII" and is replaced by Roman numeral  
"VIII".
4. The fourth line in Article VIII, Section 1 is hereby amended  
by the deletion of the words "Section 3 of".
5. The Original Declaration, as amended, is hereby incorporated  
by reference as though fully set forth herein and, except as specifi-  
cally amended herein above, is ratified and confirmed in its entirety.
6. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

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

wal.am16

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

AFTER RECORDING RETURN TO:

Ja Cox

P.O. BOX 5270

PLANT CITY, FL 34287

RECORD VERIFIED  
Richard Ake  
Clerk of Circuit Court  
Hillsborough County Fla  
By Lisa M. Sutton, D.C.

REC NOV 28 AM 8 18  
80254243

EXHIBIT "A"

WALDEN LAKE UNIT 24A

Lots 4, 15, and 20, Block 1, WALDEN LAKE UNIT 24A, according to the map or plat thereof recorded in Plat Book 53, at page 50 of the Public Records of Hillsborough County, Florida.

Lots 13, 20 and 22, Block 2, WALDEN LAKE UNIT 24A, according to the map or plat thereof recorded in Plat Book 53 at page 50 of the Public Records of Hillsborough County, Florida.

Lots 2, 6, 7 and 13, Block 3, WALDEN LAKE UNIT 24 A, according to the map or plat thereof recorded in Plat Book 53, at page 50 of the Public Records of Hillsborough County, Florida.

Lots 7, 9 and 23, Block 4, WALDEN LAKE UNIT 24 A, according to the map or plat thereof recorded in Plat Book 53, at page 50 of the Public Records of Hillsborough County, Florida.

Signed, sealed and delivered  
in the presence of:

Robert L. Bedford

Dean A. Laws

WALDEN LAKE, INC.

BY [Signature]  
Vice President

Attest: [Signature]  
ASST. Secretary  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 30th  
day of June, 1988 by Robert L. Bedford and Dean A. Laws  
as Vice President and Asst. Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

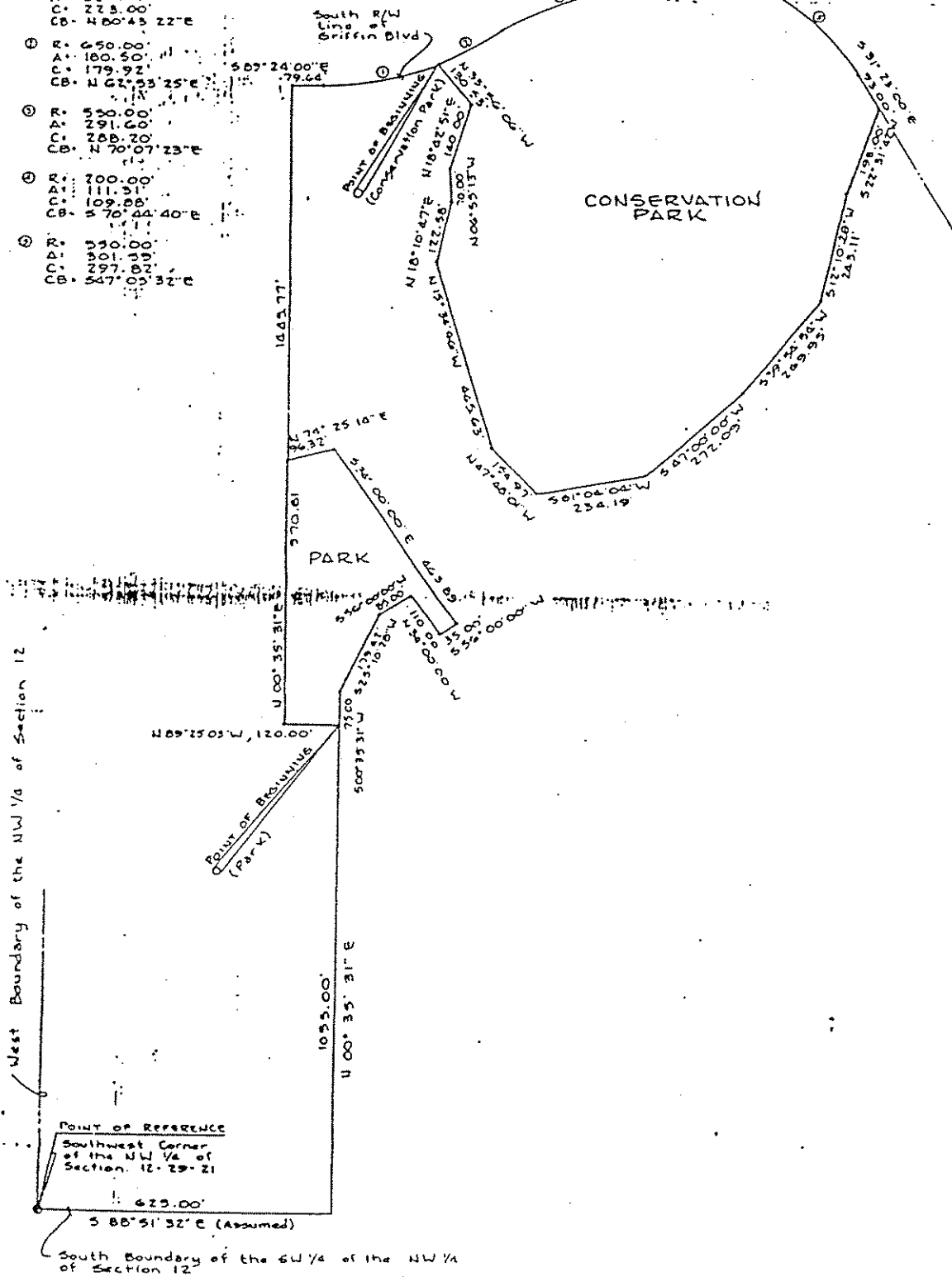
NOTARY PUBLIC STATE OF FLORIDA  
BY PERMISSION EXP. FEB. 9, 1991  
PACKED FROM GENERAL INV. MCO.

CURVE DATA

- ① R: 650.00  
A: 224.11  
C: 223.00  
CB: N 80° 43' 22" E
- ② R: 650.00  
A: 180.50  
C: 179.92  
CB: N 62° 53' 25" E
- ③ R: 330.00  
A: 291.00  
C: 288.20  
CB: N 70° 07' 23" E
- ④ R: 200.00  
A: 111.31  
C: 109.88  
CB: S 76° 44' 40" E
- ⑤ R: 297.00  
A: 297.00  
C: 297.00  
CB: S 76° 00' 32" E

OFF. REC. 5557 1032

GRIFFIN BOULEVARD  
N 85° 16' 43" E  
120.33'



SKETCH and DESCRIPTION

CONSERVATION PARK DESCRIPTION (Written as requested by client)

As a Point of Reference commence at the Southwest corner of the NW 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and proceed S. 89° 51' 32" E. (an assumed bearing) along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 825.00 feet; thence N. 00° 35' 31" E., parallel with the West boundary of the NW 1/4 of said Section 12, a distance of 1055.00 feet; thence N. 89° 25' 03" W., a distance of 120.00 feet; thence N. 00° 35' 31" E., parallel with said West boundary, a distance of 1445.77 feet to the South right-of-way line of Griffin Boulevard; thence S. 89° 24' 00" E., along said South right-of-way line, a distance of 79.84 feet to the Point of Curvature of a curve concave to the Northwest, having a radius of 950.00 feet and a chord which bears N. 80° 43' 22" E., a distance of 223.00 feet; thence along the arc of said curve to the left and said South right-of-way line, a distance of 274.11 feet to the Point of Tangency; thence continue along said curve, having a radius of 850.00 feet and a chord which bears N. 62° 53' 25" E., a distance of 179.82 feet; thence along the arc of said curve to the left, a distance of 160.50 feet to a Point of Reverse Curvature of a curve concave to the Southeast, having a radius of 550.00 feet and a chord which bears N. 70° 07' 23" E., a distance of 288.20 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 291.60 feet to the Point of Tangency of said curve; thence N. 65° 18' 43" E., along said South right-of-way line, a distance of 159.33 feet to the Point of Curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a chord which bears S. 78° 44' 40" E., a distance of 109.88 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 111.31 feet to a Point of Compound Curvature of a curve concave to the Southwest, having a radius of 350.00 feet and a chord which bears S. 47° 05' 32" E., a distance of 297.62 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 301.59 feet to the Point of Tangency of said curve; thence S. 37° 22' 00" E., along said South right-of-way line, a distance of 93.00 feet; thence departing said right-of-way line S. 22° 31' 42" W., a distance of 250.00 feet; thence S. 12° 10' 29" W., a distance of 133.00 feet; thence S. 139° 34' 54" W., a distance of 268.85 feet; thence S. 00° 00' 00" W., a distance of 272.00 feet; thence S. 10° 10' 10" W., a distance of 234.19 feet; thence S. 147° 46' 01" W., a distance of 154.87 feet; thence N. 15° 34' 46" W., a distance of 446.83 feet; thence N. 18° 10' 47" E., a distance of 122.56 feet; thence N. 08° 58' 13" W., a distance of 70.00 feet; thence N. 18° 42' 51" E., a distance of 140.00 feet; thence N. 33° 58' 06" W., a distance of 30.63 feet to the POINT OF BEGINNING.

Note: This description was prepared for the express purpose of preparing documents for a homeowner's association, not for the conveyance of real property.

PART DESCRIPTION (Written as requested by client)

As a Point of Reference commence at the Southwest corner of the NW 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and proceed S. 86° 51' 32" E. (an assumed bearing) along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 825.00 feet; thence N. 00° 35' 31" E., parallel with the West boundary of the NW 1/4 of said Section 12, a distance of 1055.00 feet for a POINT OF BEGINNING; thence N. 89° 25' 03" W., a distance of 120.00 feet; thence N. 00° 35' 31" E., parallel with said West boundary, a distance of 570.81 feet; thence N. 74° 25' 14" E., a distance of 96.32 feet; thence S. 34° 00' 00" E., a distance of 463.89 feet; thence S. 36° 00' 00" W., a distance of 35.00 feet; thence N. 34° 00' 00" W., a distance of 110.00 feet; thence S. 58° 00' 00" W., a distance 85.00 feet; thence S. 25° 10' 28" W., a distance of 179.42 feet; thence S. 00° 35' 31" W., a distance of 75.00 feet to the POINT OF BEGINNING.

Note: This description was prepared for the express purpose of preparing documents for a homeowner's association, not for the conveyance of real property.

SURVEYOR'S CERTIFICATE  
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE REQUIREMENTS OF CHAPTER 21 M-6, FLORIDA ADMINISTRATIVE CODE.

OFF. REC. 5508 & 1586

455

Prepared by and to  
be returned to:  
Ja Cox  
Walden Lake Inc.  
P. O. Box 2270  
Plant City, FL 34289

RICHARD LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED

*Richard Lake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kimberley A. Steele, D.C.

SEVENTEENTH

~~SEVENTEENTH~~ AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 13th day of September, 1988  
by WALDEN LAKE, Inc., a Delaware corporation qualified to do  
business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants,  
conditions and restrictions upon real property in Hillsborough  
County, Florida by virtue of that certain Declaration as recorded  
in Official Records Book 4733, at page 1883, Public Records of  
Hillsborough, along with any recorded amendments, hereinafter  
called the "Original Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article VII, to add, by amendment  
thereof, additional lands to the Properties made subject to said  
original Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the  
addition of the real property described on Exhibit A attached  
hereto and by reference made a part hereof; and

WHEREAS, Declarant is joined in the execution of this  
amendment by Lot Owner in the Exhibit A property, copy of said  
Joinder is attached hereto as Schedule 1 and by reference made a  
part hereof.

NOW, THEREFORE, Declarant hereby amends the Original  
Declaration as follows:

1. The Original Declaration is hereby amended by the  
addition of the real property described in Exhibit A attached  
hereto and said real property shall be subject to each and every  
term, condition, covenant and restriction of the Original  
Declaration as it exists and as it may be and may have been  
amended from time to time.

2. The Lot Owner other than Declarant owning Lot in the  
Exhibit A property, by the execution of the Joinder attached  
hereto as Schedule 1, does hereby consent and join in the  
execution of this amendment.

3. The Original Declaration is hereby amended by the  
addition of the real property described in the Joinder of  
Property Owner attached hereto as Schedule 1 and said real  
property together with the Exhibit A property, shall be subject  
to each and every term, condition, covenant and restriction of  
the Original Declaration as it exists and as it may be and may  
have been amended from time to time.

4. The Original Declaration, as amended, is hereby  
incorporated by reference as though fully set forth herein and,  
except as specifically amended herein above, is ratified and  
confirmed in its entirety.

5. This Amendment shall be effective immediately upon its  
recording in Hillsborough County, Florida.

1988 SEP 22 AM 9:04

88204059

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

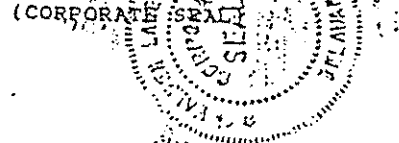
Signed, sealed and delivered in the presence of:

Brenda K. Whitzy  
Patricia A. Kelsey

WALDEN LAKE, INC.

By [Signature]  
Vice President

Attest: [Signature]  
Secretary



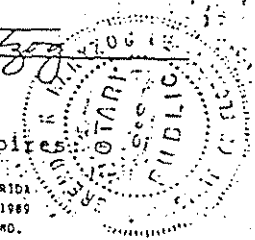
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 13th day of September, 1988 by Low Ellen Wilson and Kim J. Fosse as Vice President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

Brenda K. Whitzy  
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 5, 1989  
BONDED THRU GENERAL INS. UND.





OFF. 5508 & 1588  
REC.

EXHIBIT "A"

WALDEN LAKE UNIT 24A

Lot 24, Block 2, Walden Lake Unit 24A, according to the map or plat thereof recorded in Plat Book 53, at Page 50 of the Public Records of Hillsborough County, Florida.

Prepared by and to be returned to:  
Juilus J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 34623

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

REC. 5532 1928

48

EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

RECORD VERIFIED  
*Richard Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kimberley A. Steed, J.C.

THIS AMENDMENT made this 14<sup>th</sup> day of July, 1988 by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida, and all recorded amendments thereto, all of of the Public Records of Hillsborough County, Florida hereinafter, referred to as "Original Declaration;" and

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Original Declaration; and

WHEREAS, Declarant is the owner of all that real property described on Schedule 1 attached hereto and by reference made a part hereof, and wishes to add said real property to the Properties made subject to the Original Declaration;

WHEREAS, Declarant reserved the right in the Original Declaration, pursuant to Article VIII, to bring in additional land within the jurisdiction and control as Common Area of The Walden Lake Community Association, Inc., hereinafter referred to as the "Association".

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. The Original Declaration is hereby amended by the addition of the real property described in Schedule 1 attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Original Declaration as it exists and as it may be and may have been amended from time to time.
2. The real property described in Schedule 2 shall be "Common Area" as defined in the Original Declaration and the Association shall be responsible for the operation, maintenance and control of the property described in Schedule 2. Exhibit B of the Original Declaration is amended by the addition of the real property described in Schedule 1.
3. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
4. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

2001 11 24 98770021

REC. 5532 1929

Signed, sealed and delivered  
in the presence of:

WALDEN LAKE, INC.

[Signature]

BY [Signature]  
Vice President

[Signature]

Attest: [Signature]  
Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 14  
day of July, 1988 by Low Ellen Wilson and L. H. H. Robak  
as Vice President and Asst. Secretary, respectively, of Walden  
Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Schedule 1

ASTON WOODS  
WALDEN LAKE  
UNIT 27

REF. 5532  
REC. 1930

DESCRIPTION: A parcel of land lying in Section 1, Township 29 South, Range 21 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of the Southeast 1/4 of said Section 1, run thence S.89°15'12"E., 716.43 feet along the North boundary of the Southeast 1/4 of said Section 1; thence S.00°44'48"W., 664.10 feet to the POINT OF BEGINNING; thence S.36°35'30"W., 73.58 feet; thence S.47°30'50"W., 440.41 feet; thence S.14°35'30"W., 529.88 feet; thence S.06°27'32"E., 599.30 feet; thence S.08°38'00"E., 412.52 feet; thence S.21°58'40"W., 280.33 feet; thence S.43°29'39"W., 939.93 feet to a point on the Northeasterly right-of-way line of Griffin Boulevard (a 100 foot right-of-way); thence along said Northeasterly right-of-way line the following two (2) courses: 1) N.31°23'00"W., 889.69 feet to a point of curvature; 2) thence Northwesterly, 175.17 feet along the arc of a curve to the left having a radius of 650.00 feet and a central angle of 15°26'27" (chord bearing N.39°06'14"W., 174.64 feet); thence leaving said right-of-way line N.38°17'00"E., 160.00 feet (along a non-radial line); thence N.00°43'46"E., 1655.64 feet; thence N.52°57'45"E., 1342.87 feet; thence S.37°02'15"E., 840.00 feet to the POINT OF BEGINNING.

Containing 77.49 acres, more or less.

D213.WL27  
MHF\MHF  
NPD WL 87-116

December 29, 1987

Schedule 2

Aston Woods

OFF. REC. 5532 1931

Common areas within subdivision defined as:

Parcel A as shown on Plat, Plat Book 66, Page 37.

Median islands located within the cul de sacs as indicated on the plat, Plat Book 66, Page 37.

30' buffer easement as shown on the plat, Plat Book 66, Page 37.

NINETEENTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

WHEREAS, Walden Lake, Inc., a Delaware corporation (hereinafter referred to as "Declarant"), did cause a Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be recorded on January 31, 1986, as Clerk's Instrument Number 018847, in Official Records Book 4733, at pages 1883 through 1904, inclusive, Public Records of Hillsborough County, Florida (said Master Declaration, together with any recorded amendments thereto, being hereinafter referred to as the "Master Declaration"); and

WHEREAS, the Master Declaration reserved unto Declarant, under Article IX, Section 4, the right and authority "for a period of three (3) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any of the Owners or the Association"; and

WHEREAS, the Declarant wishes to amend the Master Declaration pursuant to said rights.

NOW, THEREFORE, the Declarant hereby amends the Master Declaration as follows:

1. Article IX, Section 4 of the Master Declaration is hereby amended to read as follows:

Section 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 percent (80%) of the members of each class of membership present, in person or by proxy, 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 by the duly authorized officers of the Association provided such amendment has been approved by a two-thirds (2/3) vote of each class of members voting in person or by proxy at a regular or special members meeting. In addition, the Declarant reserves the right and authority, for a period of ~~three~~ six (6) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any Owners or the Association. Any amendment to be effective must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, Unit, or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to this section be valid unless approved by Declarant as evidenced by its written joinder.

2. Except as herein set forth, all of the terms and provisions of the Master Declaration are ratified, confirmed and approved, and shall remain in full force and effect.

Prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2900 U.S. 19 North, Suite 501  
Clearwater, FL 34621

RECORD VERIFIED  
*Richard Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By: Kimberley A. Stevie, D.C.

... EC 27 13 06  
90276775

3. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be executed by its duly authorized officers and its corporate seal affixed hereto this 14<sup>th</sup> day of December, 1988.

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC.  
a Delaware corporation

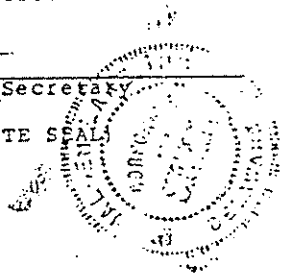
Kim Frosell

By: [Signature]  
Vice President

[Signature]

Attest: [Signature]  
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 14 day of December, 19 88, by Lou Ellen Wilson and Kim Frosell, as Vice President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. FEB. 9, 1991  
BOND \$1000 GENERAL REG. QNO.

My Commission Expires:

lbxx/wal.am.1-2

59

TWENTIETH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

OFF. REC. 5706-1150

WHEREAS, Walden Lake, Inc., a Delaware corporation (hereinafter referred to as "Declarant"), did cause a Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be recorded on January 31, 1986, as Clerk's Instrument Number 018847, in Official Records Book 4733, at pages 1883 through 1904, inclusive, Public Records of Hillsborough County, Florida (said Master Declaration, together with any recorded amendments thereto, being hereinafter referred to as the "Master Declaration"); and

WHEREAS, Article II, Section 1 of the Master Declaration sets forth the responsibility of the Walden Lake Community Association, Inc. (hereinafter referred to as the "Association") to "maintain the decorative entranceways to the Properties and landscaped medians of and shoulders of publicly dedicated arterial and collector streets within the Properties and Greenbelt;" and

WHEREAS, Article II, Section 3 of the Master Declaration provides for the construction and maintenance of border fences and walls on dedicated rights of ways, Common Area or Lots, Parcels or other Land of Owners adjacent to such rights of way; and

WHEREAS, Declarant wishes to clarify the easement rights associated with the responsibilities of the Association for maintenance of various decorative and landscaped areas and various walls and fences; and

WHEREAS, the Master Declaration reserved unto Declarant, under Article IX, Section 4, the right and authority to amend or modify the terms of the Master Declaration without the consent or approval of any of the Owners or the Association; and

WHEREAS, the Declarant wishes to amend the Master Declaration pursuant to said rights for the purposes of clarification;

NOW, THEREFORE, the Declarant hereby amends the Master Declaration as follows:

1. Article II of the Master Declaration, entitled "Purpose", is hereby amended by the addition of Section 7, to read as follows:

Section 7. Landscape Easements. The Declarant hereby grants to the Association, its agents and contractors, a non-exclusive perpetual easement as to the areas described on Schedule 1 attached hereto and incorporated herein by reference, as Landscape Easement One, Landscape Easement Two, Landscape Easement Three, Landscape Easement Four, Landscape Easement Five and that portion of Landscape Easement Six which is not part of Walden Lake Fairway Villas, for the maintenance, repair, and replacement of all improvements located thereon. This maintenance, repair and replacement shall constitute a common expense of the Association.

2. Except as herein set forth, all of the terms and provisions of the Master Declaration, as previously amended, are ratified, confirmed and approved, and shall remain in full force and effect.

Prepared by and to be returned to:

Julius J. Zschau, Esq. ✓  
Sorota and Zschau, P.A.  
2900 U.S. 19 North, Suite 501  
Clearwater, FL 34621

RICHARD T. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED

*Richard T. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.



3. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be executed by its duly authorized officers and its corporate seal affixed hereto this 30th day of May, 1989.

Signed, sealed and delivered in the presence of:

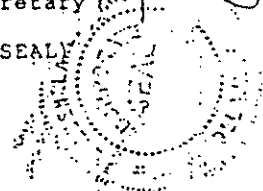
WALDEN LAKE, INC.  
a Delaware corporation

Calvin R. Hartog  
John Paul

By: [Signature]  
SR. Vice President

Attest: [Signature]  
Asst Secretary

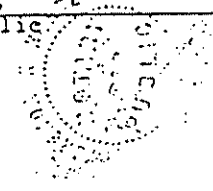
(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 30th day of May, 1989, by Lou Eiko Wilson and Lili M. Rabb, as President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

Calvin R. Hartog  
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/1992

## DESCRIPTION (LANDSCAPE EASEMENT ONE)

A 5.00 feet wide easement for landscaping purposes over and across the following:

Begin at the most Easterly corner of Lot 24 Block 2 of Walden Lake Unit 17, Phase 2, as recorded in Plat Book 59 on Page 60 of the Public Records of Hillsborough County, Florida and proceed S 41°00'00" W, on the Southeasterly boundary of said Lot 24, a distance of 5.00 feet; thence departing said Southeasterly boundary and parallel to the Northeasterly boundary of said Lot 24, N 49°00'00" W, a distance of 5.00 feet; thence N 41°00'00" E and parallel to said Southeasterly boundary of said Lot 24, a distance of 5.00 feet to said Northeasterly boundary of said Lot 24; thence S 49°00'00" E, on said Northeasterly boundary, a distance of 5.00 feet to the Point of Beginning.

## DESCRIPTION (LANDSCAPE EASEMENT TWO)

A 5.00 feet wide easement for landscaping purposes over and across the following:

Begin at the most Easterly corner of Lot 25 of Block 2 of Walden Lake Unit 17 as recorded in Plat Book 54 on Page 6 of the Public Records of Hillsborough County, Florida, and proceed S 41°00'00" W, on the Southeasterly boundary of said Lot 25, a distance of 70.00 feet to the most Southerly corner of said Lot 25; thence departing said Southeasterly boundary of Lot 25, and on the Southwesterly boundary of said Lot 25, N 49°00'00" W, a distance of 5.00 feet; thence departing said Southwesterly boundary and parallel to said Southeasterly boundary, N 41°00'00" E, a distance of 45.00 feet; thence N 49°00'00" W and parallel to the Northeasterly boundary of said Lot 25, a distance of 35.00 feet; thence N 41°00'00" E, a distance of 5.00 feet to the Northeasterly boundary of said Lot 25, said point also being on the Southerly right of way line of Fairway Drive as recorded in said Plat of Walden Lake Unit 17; thence S 49°00'00" E, on said Northeasterly boundary and on said right of way line a distance of 40.00 feet to the Point of Beginning.

## DESCRIPTION (LANDSCAPE EASEMENT THREE)

A 5.00 feet wide easement for landscaping purposes over and across the following:

Begin at the most Southerly corner of Lot 1 Block 2 of Walden Lake Unit 17 as recorded in Plat Book 54 on page 6 of the Public Records of Hillsborough County, Florida, said point also being on the Northerly right of way line of Fairway Drive as recorded in said Plat of Walden Lake Unit 17, and proceed N 49°00'00" W, on the Southwesterly boundary of said Lot 1 and on said Northerly right of way line a distance of 30.00 feet; thence departing said Southwesterly boundary and said right of way line N 41°00'00" E, a distance of 5.00 feet; thence S 49°00'00" E and parallel to said Southwesterly boundary, a distance of 25.00 feet; thence N 41°00'00" E and parallel to the Southeasterly boundary of said Lot 1 and of Lot 2 of Block 2 of said Walden Lake Unit 17, a distance of 105.00 feet; thence S 49°00'00" E, a distance of 5.00 feet to the Southeasterly boundary of said Lot 2; thence S 41°00'00" W, on the Southeasterly boundaries of said Lots 2 and 1, a distance of 110.00 feet to the Point of Beginning.

OFF.  
REC. 5706 1153

## DESCRIPTION (LANDSCAPE EASEMENT FIVE)

A five feet wide easement for landscaping purposes over and across the following:

Begin at the most Easterly corner of Lot 10, Block 1 of Walden Lake Unit 17, Phase 2, as recorded in Plat Book 53 on Page 20 of the Public Records of Hillsborough County, Florida, said point also being on the Northwesterly right of way line of Walden Place according to the Plat of Walden Lake Unit 17 as recorded in Plat Book 54 on Page 6 of the Public Records of Hillsborough County, Florida; proceed S 41°00'00" W, on the Southeasterly boundary of said Lot 10 and on said Northwesterly right-of-way line, a distance of 51.00 feet; thence departing said Southeasterly boundary and said right of way line, N 49°00'00" W, a distance of 5.00 feet; thence N 41°00'00" E and parallel to said Southeasterly boundary, a distance of 50.41 feet to a point on the Northerly boundary of said Lot 10; thence S 76°13'30" E, on said Northerly boundary of Lot 10, a distance of 5.62 feet to the Point of Beginning.

## DESCRIPTION (LANDSCAPE EASEMENT FOUR)

A 5.00 feet wide easement for landscaping purposes over and across the following:

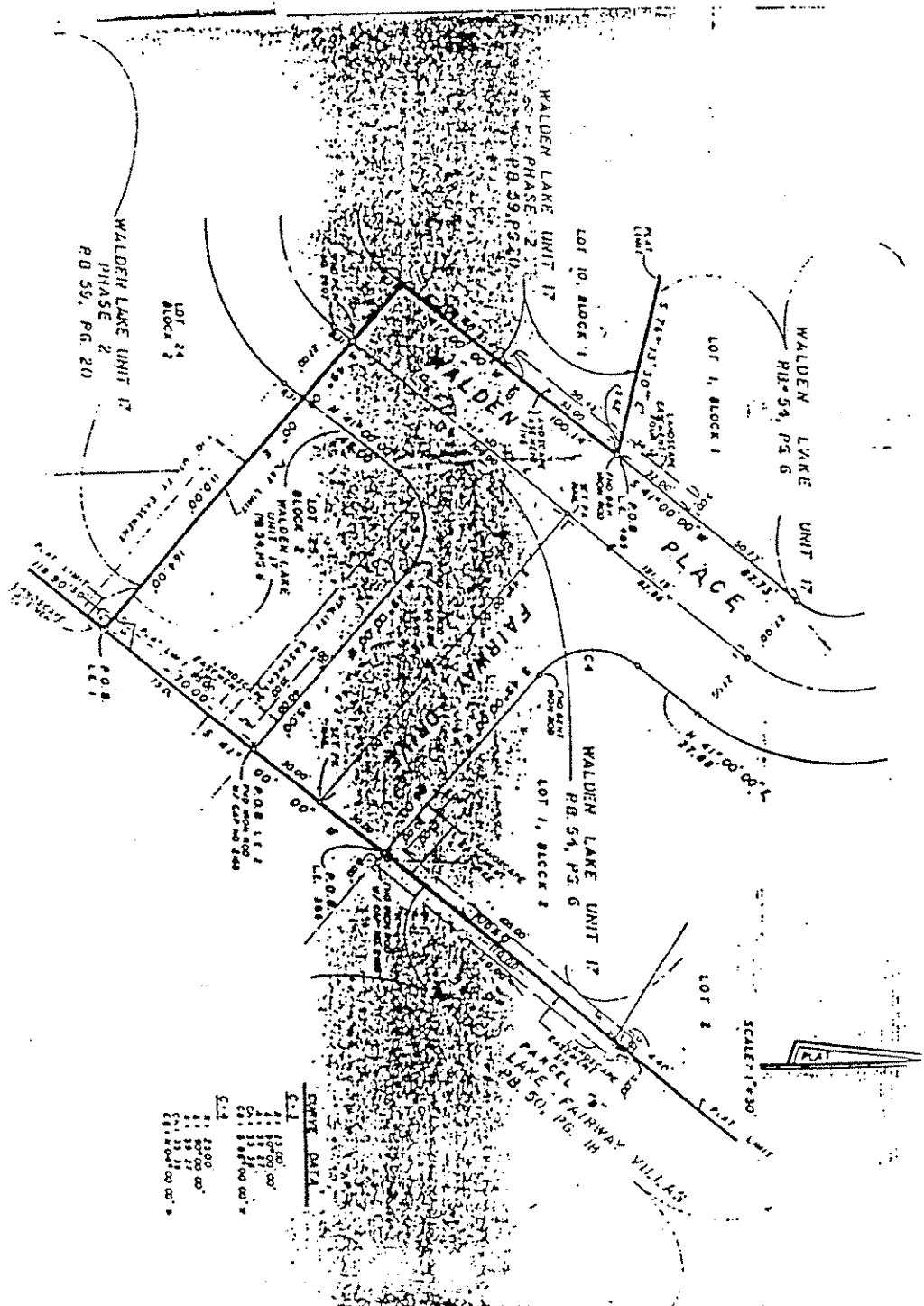
Begin at the most Southerly corner of Lot 1, Block 1 of Walden Lake Unit 17 as recorded in Plat Book 54 on Page 6 of the Public Records of Hillsborough County, Florida, said point also being on the Northwesterly right of way line of Walden Place as recorded in said Plat of Walden Lake Unit 17; thence N 76°13'30" W, on the Southerly boundary of said Lot 1, a distance of 5.62 feet; thence departing said Southerly boundary and parallel to the Southeasterly boundary of said Lot 1, a distance of 34.57 feet; thence S 49°00'00" E, a distance of 5.00 feet to a point on said Southeasterly boundary of Lot 1 and said Northwesterly right of way line; thence S 41°00'00" W, on said Southeasterly boundary of Lot 1 and on said Northwesterly right of way line, a distance of 32.00 feet to the Point of Beginning.

## DESCRIPTION (LANDSCAPE EASEMENT SIX)

A five feet wide easement for landscape purposes over and across the following:

Begin at the most Westerly corner of Walden Lake Fairway Villas as recorded in Plat Book 50 on Page 18 of the Public Records of Hillsborough County, Florida, said point also being on the Northeasterly right of way line of Fairway Drive as recorded in said Plat of Walden Lake Fairway Villas; proceed N 41°00'00" E, on the Northwesterly boundary of said Walden Lake Fairway Villas, a distance of 110.00 feet; thence S 49°00'00" E, a distance of 5.00 feet; thence S 41°00'00" W and parallel to said Northwesterly boundary a distance of 110.00 feet to a point on said Northeasterly right of way line of Fairway Drive; thence N 49°00'00" W, on said Northeasterly right-of-way line a distance of 5.00 feet to the Point of Beginning.

OFF. REC. 5706 1154



LOT	AREA	PERMITS
LOT 1	21,120.00	01-11-11
LOT 2	21,120.00	01-11-11
LOT 3	21,120.00	01-11-11
LOT 10	21,120.00	01-11-11
LOT 24	21,120.00	01-11-11

RECORD VERIFIED

*Richard Ake*

Clerk of Circuit Court  
Hillsborough County, Fla.  
By: Ramon Duran, D.C.

OFF REC 5963 PAGE 694

29  
4

TWENTY-FIRST AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

WHEREAS, Walden Lake, Inc., a Delaware corporation (hereinafter referred to as "Declarant"), did cause a Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be recorded on January 31, 1986, as Clerk's Instrument Number 018847, in Official Records Book 4733, at pages 1883 through 1904, inclusive, Public Records of Hillsborough County, Florida (said Master Declaration, together with any recorded amendments thereto, being hereinafter referred to as the "Master Declaration"); and

WHEREAS, the Master Declaration reserved unto Declarant, the right and authority to amend or modify the terms of the Master Declaration without the consent or approval of any of the Owners or the Association; and

WHEREAS, THE Declarant desires to amend the Master Declaration pursuant to said rights; and

WHEREAS, Declarant reserved the right in the Master Declaration, pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to said Master Declaration; and

WHEREAS, Declarant is the owner of all that real property described on Schedule 1 attached hereto and by reference made a part hereof, and wishes to add said real property to the Properties made subject to the Master Declaration;

NOW, THEREFORE, the Declarant hereby amends the Master Declaration as follows (As used herein, the following shall apply: words in the text which are lined through (----) indicate deletions from the present text and words in the text which are underlined indicate additions to the present text):

1. Article IV, Section 2. 1. (c) of the Master Declaration is hereby amended to read as follows:

(c) Parcels. The Owner of a Class A Parcel designated on the Master Plan for use for single-family detached homes shall be entitled to three and one-half (3 1/2) votes per acre. The Owner of a Class A Parcel designated on the Master Plan for use for patio homes shall be entitled to five (5) votes per acre. If a Parcel designated on the Master Plan for patio homes is developed as Units/Lots, then in accordance with Article I, Section 13 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to votes as provided in 1(a) or 1(b) above. If a Parcel designated on the Master Plan for patio homes is developed as rental apartments, upon commencement of construction of such improvements, the Owner thereof shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated on the Master Plan for use for apartments shall be entitled to fifteen (15) votes per acre. If a Parcel designated for apartments is developed as Units or Lots, then in accordance with Article I, Section 13 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to vote as provided in 1(a) or 1(b) above. If a parcel designated for apartments is developed as rental apartments, upon commencement of construction of such improvements, it shall be entitled to vote as hereafter provided. For parcels which have access to West Timberlane Drive and/or Griffin Boulevard in Walden Lake, the Owner of a Class A Parcel designated for either patio homes or apartments on which construction of rental apartments has commenced shall be entitled to three-fourths (3/4) of one (1) vote for each apartment unit to be contained within the building or

Prepared by and to  
be returned to: *JJ*  
Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2900 U.S. 19 N., Suite 501  
Clearwater, FL 34621

1250 APR 27 AM 9 20

90090301

buildings to be constructed on the Parcel, whether or not such apartment unit is then completed or occupied. For parcels which do not have access to West Timberlane Drive and/or Griffin Boulevard in Walden Lake, the Owner of a Class A Parcel designated for either patio homes or apartments on which construction of rental apartments has commenced shall not be entitled to vote, but such apartment units to be contained within the building or buildings to be constructed on the Parcel, whether or not any such apartment unit is then completed or occupied, shall be considered "Non-Member Units" in accordance with Article X hereof. In the event the use of any Class A Parcel as developed shall differ from its use as designated on the Master Plan, such actual use shall determine the voting rights of the Owner thereof.

2. Article VI, Section 6(c) of the Master Declaration is hereby amended to read as follows:

(c) Rental Apartments. If by December 1 of the year preceding any assessment year, construction of rental apartments shall have commenced on a Class A Parcel whether designated for patio homes, apartments or otherwise, or if rental apartment units shall be constructed thereon, whether or not occupied or ready for occupancy, the Parcel, or part thereof, developed or to be so developed shall not be assessed as provided in Article VI, Section 6(b) above, but instead shall be assessed as to such part at the following rate:

(i) For parcels which have access to West Timberlane Drive and/or Griffin Boulevard in Walden Lake, apartment units located thereon shall be assessed at the rate of seventy-five percent (75%) of the sum assessed to a Class A Lot for each apartment unit for which the Owner shall be entitled to vote as provided in Article IV, Section 2, provision 1(c) hereof;

(ii) For parcels which do not have access to West Timberlane Drive and/or Griffin Boulevard in Walden Lake, apartment units located thereon shall be assessed as "Non-Member Units" in accordance with Article X hereof.

3. There shall be added to the Master Declaration the following:

ARTICLE X  
NON-MEMBER UNITS

Section 1. Assessment of Non-Member Units. In the event Apartments are constructed on any Class A Parcel which does not have access to West Timberlane Drive and/or Griffin Boulevard in Walden Lake, each such apartment unit shall be considered to be a "Non-Member Unit." Upon completion of each "Non-Member Unit" and the issuance of a certificate of occupancy or similar approval therefor, the Owner of each "Non-Member Unit" shall become subject for payment of the annual assessment for each such "Non-Member Unit" owned at the rate of forty percent (40%) of the sum assessed to a Class A Lot.

Section 2. Rights of Occupants/Owners of "Non-Member" Units. The Owners and permitted occupants of Parcels on which "Non-Member Units" are located shall be entitled to the non-exclusive right to use the bike paths, jogging paths and lakes located within the Walden Lake Development. Such right of use shall be subject to suspension for any period during which a fee, charge or assessment due hereunder remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations. Except as herein specifically provided, no other or further rights in any recreational facilities or roadways may be exercised by "Non-Member Units," or the owners or occupants thereof, nor shall such have any rights in any other Common Areas or facilities, nor shall any rights hereunder be assigned, transferred or conveyed, except as an appurtenance to such "Non-Member Unit."

Section 3. Lien for Assessments. The assessments made against each Parcel on which there are "Non-Member Units," together with any interest due thereon, costs and reasonable attorney's fees incurred in collection shall be a charge on the land and a lien upon such Parcel in which there are Non-Member Units, and shall also be the personal obligation of the person or entity who was the owner of the "Non-Member Unit" at the time the assessment fell due. The assessment shall commence against a Parcel on which "Non-Member Units" are located on the first day of the month following completion, and shall be prorated according to the number of months remaining in the calendar year. Such lien shall be subordinate to any First Mortgage, and the provisions of Article VI hereof shall be applicable to such assessment and lien, except where in direct conflict with this Article X.

Section 4. Right to Vote. No Owner or occupant of a "Non-Member Unit" or a building in which a Non-Member Unit is located shall be a member of the Association, or have any right to vote or attend the meetings thereof.

Section 5. Amendment. This Article X may not be amended without the prior written joinder of the Owner(s) of record of any Parcel on which there are constructed "Non-Member Units."

4. The Master Declaration is hereby amended by the addition of the real property described in Schedule 1 attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Master Declaration as it exists and as it may be and may have been amended from time to time.

5. Except as herein set forth, all of the terms and provisions of the Master Declaration, as previously amended, are ratified, confirmed and approved, and shall remain in full force and effect.

6. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Walden Lake to be executed by its duly authorized officers and its corporate seal affixed hereto this 26 day of April, 1990.

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC.  
a Delaware corporation

[Signature]  
[Signature]

By: [Signature]  
Vice President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 26th day of April, 1990, by Robert J. Krueger and Kim T. Frazee, as Vice President and Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

crxx/wald.1

A parcel of land lying in the South 1/2 of Section 31, Township 28 South, Range 22 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 31, run thence, along the East boundary of said Section 31, N.00°12'50"W., 150.00 feet; thence S.89°47'10"W., 115.00 feet to the Westerly right-of-way line of Alexander Street; thence, along said Westerly right-of-way line, the following three (3) courses: 1) N.00°12'50"W., 1171.76 feet; 2) N.89°34'58"E., 58.00 feet; 3) N.00°12'50"W., 652.32 feet to the POINT OF BEGINNING; thence S.82°00'00"W., 246.43 feet; thence S.79°49'28"W., 98.07 feet; thence S.72°20'00"W., 121.44 feet; thence S.53°00'00"W., 220.00 feet; thence S.54°02'00"W., 388.00 feet; thence SOUTH, 360.00 feet; thence WEST, 1340.97 feet, thence N.37°02'27"W., 836.77 feet to a point on the Southeasterly boundary of the CSX Transportation, Inc. right-of-way; thence N.57°57'33"E., 1300.91 feet along said Southeasterly boundary, to a point on the North boundary of the Southeast 1/4 of the aforesaid Section 31, thence N.89°07'35"E., 690.46 feet along said North boundary, to the Southwest corner of land conveyed to the City of Plant City for right-of-way for Airport Road; continue thence N.89°07'35"E., 402.71 feet along the North boundary of said Southeast 1/4 and the South right-of-way line of Airport Road; thence S.89°16'07"E., 335.21 feet along the Southerly right-of-way line of Airport Road; thence S.00°12'50"E., 190.61 feet; thence N.89°07'36"E., 324.63 feet to a point on the aforesaid Westerly right-of-way line of Alexander Street and being a point on a curve; thence, along said Westerly right-of-way line the following two (2) courses: 1) Southerly, 174.56 feet, along the arc of a curve to the left, having a radius of 5771.58 feet, and a central angle of 01°43'58", (chord bearing S.00°39'09"W., 174.55 feet), to a point of tangency; 2) S.00°12'50"E., 295.00 feet to the POINT OF BEGINNING.

Containing 64.660 acres, more or less.



Prepared by and Return to: Julius J. Zschau, Esq. Baynard, Harrell, Mascara Ostow, Sorota & Zschau 28050 U. S. 19 N. Suite 501 Clearwater, Fl 34621

TWENTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 25 day of July 1990, by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida (hereinafter, together with any recorded amendments thereto, called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article IX, to amend Exhibit C of the Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit A attached hereto;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

- 1. The Declaration is hereby amended by the addition to Exhibit C of the Declaration of the real property described in Exhibit A hereto.
2. The Declaration, as amended is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC.

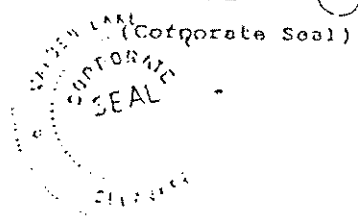
[Handwritten signature]

By: [Handwritten signature] President

RICHARD AKE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

[Handwritten signature]

Attest: [Handwritten signature] Secretary



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of JULY, 1990, by Tom J. Frosell and William E. Grant, Jr. as President and ASST. Secretary, respectively of WALDEN LAKE, INC., on behalf of the corporation.

Marlene J. Merrin  
Notary Public

My Commission expires:

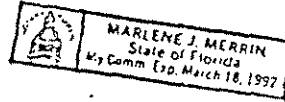


EXHIBIT A

The Southern 1/2 of the Northeast 1/4 of the Northwest 1/4<sup>4</sup> of  
Section 7, Township 29 South, Range 22 East, Hillsborough  
County, 1866 R.O.W.

containing 20 Acres more or less.

O.R.  
BOOK 6039 PAGE 1763

---

DESCRIPTION

The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of  
Section 12, Township 29 South, Range 21 East, Hillsborough  
County, Florida.

TOGETHER WITH:

The Northeast 1/4 of the Southwest 1/4 of Section 12,  
Township 29 South, Range 21 East, Hillsborough County,  
Florida. LESS road right of way.

TOGETHER WITH:

Lots 301, 302, 303, 304, and 300 of EXPORT FARMS UNIT NO. 3  
as recorded in Plat Book 27, Page 78 of the Public Records of  
Hillsborough County, Florida.

TOGETHER WITH:

The North 260.0 feet of the West 497.5 feet of the Southwest  
1/4 of the Southeast 1/4 of Section 12, Township 29 South,  
Range 21 East, Hillsborough County, Florida, LESS road right  
of way.

Containing 87.07 acres more or less.

Prepared by and Return to:  
Julius J. Zschau, Esq.  
Baynard, Harrell, Mascara  
Ostow, Sorota & Zschau  
28050 U. S. 19 N. Suite 501  
Clearwater, Fl 34621

OR BOOK 6039 PAGE 1764

TWENTY-THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

RECORD VERIFIED  
*Richard A. [Signature]*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Cynthia G. Bica, D.C.

THIS AMENDMENT made this 25 day of July, 1990, by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida (hereinafter, together with any recorded amendments thereto, called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to the Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit A attached hereto;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended by the addition of the real property described in Exhibit A hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. The Declaration, as amended is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC.

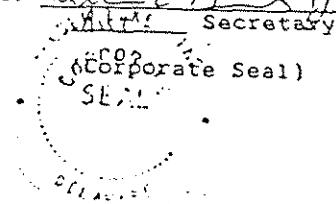
*James M. Martin*

By: *[Signature]* President

*Harold Burt*

Attest: *[Signature]* Secretary

RICHARD LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of July, 1990, by Kim J. FROSELL and William F. Adams Jr., as ASST. President and Secretary, respectively of WALDEN LAKE, INC., on behalf of the corporation.

*Marlene J. Merrin*  
Notary Public

My Commission expires:

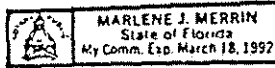


EXHIBIT A

All of that land described in the recorded plats for  
Walden Lake Unit 30, Phase 1, Section A, Plat Book 62, Page 15;  
Walden Lake Unit 30, Phase 1, Section B, Plat Book 62, Page 16;  
Walden Lake Unit 30, Phase 1, Section D, Plat book 62, Page 17;  
Walden Lake Unit 30, Phase 1, Section C, Plat Book 67, Page 24;  
Walden Lake Unit 30, Phase II, Section A, Plat Book 66, Page 38;  
Walden Lake Unit 30, Phase II, Section B, Plat Book 66, Page 39;  
Walden Lake Unit 30, Phase III, Section A, Plat Book 66, Page 40;  
Walden Lake Unit 30, Phase II, Section C, Plat Book 68, Page 12;  
and Walden Lake Unit 30, Phase III, Section B, Plat Book 68, Page  
13 as recorded in the public records of Hillsborough County,  
Florida

2131

Prepared by and Return to:  
Julius J. Zschau, Esq.  
Baynard, Harrell, Mascara  
Ostow, Sorota & Zschau  
28050 U. S. 19 N. Suite 501  
Clearwater, Fl 34621

RECORDED  
By *[Signature]*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Cynthia G. Dico, D.C.

O.R. BOOK 6050 PAGE 342

Ⓜ TWENTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE

THIS AMENDMENT made this 8 day of August, 1990, by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida (hereinafter, together with any recorded amendments thereto, called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to the Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit A attached hereto;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended by the addition of the real property described in Exhibit A hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.
2. The Declaration, as amended is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

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

Signed, sealed and delivered in the presence of:

*[Signature]*

*[Signature]*

WALDEN LAKE, INC.

By: *[Signature]*  
President

Attest: *[Signature]*  
Asst. Secretary  
(Corporate Seal)

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

2011051103

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this  
8 day of Aug., 1990, by KIM J. FROSELL  
and WILLIAM E. GRANT, JR., as \_\_\_\_\_ President and  
ASST. Secretary, respectively of WALDEN LAKE, INC., on behalf  
of the corporation.

Marlene J. Merrin  
Notary Public

My Commission expires:

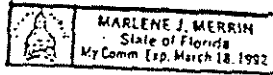




EXHIBIT A

Description

A part of land lying in Section 12, Township 29 South, Range 21 East, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 12 run thence on the North boundary of the Northeast 1/4 of the Southwest 1/4 of said section 12, S 88°49'56" E a distance of 965.11 feet to a point on the proposed Westerly Right-of-Way boundary of West Timberlane Drive, said point being a point on a curve concave Easterly having a radius of 2920.25 feet and a central angle of 00°05'23"; run thence on said proposed Westerly Right-of-Way boundary on the arc of said curve a distance of 4.50 feet; said arc subtended by a chord which bears S 01°24'30" E a distance of 4.50 feet to the curve's end; continue thence on the aforesaid proposed Westerly Right-of-Way boundary, the following four courses: S 01°27'10" E a distance of 144.38 feet to the beginning of a curve concave Northwesterly, having a radius of 800.00 feet and a central angle of 32°31'48"; run thence on the arc of said curve, a distance of 738.11 feet; said arc subtended by a chord which bears S 24°50'44" W, a distance of 712.21 feet to the curve's end; thence S 31°24'38" W, a distance of 530.86 feet to the beginning of a curve concave Southeasterly, having a radius of 800.00 feet and a central angle of 21°44'00"; run thence on the arc of said curve a distance of 303.45 feet; said arc subtended by a chord which bears S 40°32'38" W, a distance of 301.64 feet; thence departing the aforesaid proposed Westerly Right-of-Way boundary of West Timberlane Drive, N 60°19'22" W, a distance of 197.41 feet; thence S 25°08'32" W, a distance of 84.93 feet; thence N 66°47'12" W, a distance of 160.04 feet; thence N 70°34'52" W, a distance of 96.52 feet; thence N 64°47'13" W, a distance of 190.46 feet; thence N 89°33'30" W, a distance of 367.99 feet; thence N 00°26'30" E a distance of 1056.70 feet; thence S 88°48'18" E a distance of 111.30 feet; thence N 01°11'42" E a distance of 149.69 feet to a point on the North boundary of the Southwest 1/4 of said Section 12; run thence on said North boundary, S 00°40'10" E a distance of 810.96 feet to the Point of Beginning.

Containing 47.205 acres, more or less.

TWENTY-FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE

THIS AMENDMENT made this 18th day of June, 1991, by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida (hereinafter, together with any recorded amendments thereto, called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article VII, to add, by amendment thereof, additional lands to the Properties made subject to the Declaration; and

WHEREAS, Declarant wishes to amend said Declaration by the addition of real property described on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit A attached hereto;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended by the addition of the real property described in Exhibit A hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. The Declaration, as amended is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this amendment to be executed by its duly authorized officers and affixed its corporation seal.

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*

WALDEN LAKE, INC.

By: *[Signature]*  
ST. VIKAS, President

Attest: *[Signature]*  
ASST Secretary

RECORD VERIFIED  
Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Melissa Fernandez, D.C.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

The foregoing instrument was acknowledged before me this 18th day of June, 1991, by Faisal Khusroo and Gillian M. Potal, as *[Signature]* President and *[Signature]* Secretary, respectively of WALDEN LAKE, INC.

on behalf of the corporation.

My Commission Expires:

*[Signature]*  
Notary Public

1991 JUN 24 AM 8 36  
91124522

EXHIBIT "A"

UNITS 22, 8, 10, 33-4, TO BRING IN VOTING CONTROL.

## DESCRIPTION (WALDEN LAKE, UNIT 22)

A parcel of land lying in Section 1, Township 29 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 10, Block 2 of Walden Lake Unit 20 as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida; on a curve concave Easterly having a radius of 950.00 feet and a central angle of  $7^{\circ} 40' 29''$ ; thence on the arc of said curve, and the Westerly boundary of said Lot 10, Block 2 and Lot 9, Block 2, a distance of 127.26 feet; said arc subtended by a chord which bears South  $5^{\circ} 22' 11''$  West, a distance of 127.15 feet to the curve's end; thence departing said Westerly boundary of said Lot 9, Block 2, and on a radial line, North  $88^{\circ} 28' 48''$  West, a distance of 100.00 feet to the West Right-of-Way boundary of West Timberlane Drive and the POINT OF BEGINNING; thence on said West Right-of-Way boundary, South  $01^{\circ} 31' 12''$  West, a distance of 515.13 feet to the beginning of a curve concave Northwesterly having a radius of 450.00 feet and a central angle of  $53^{\circ} 08' 49''$ ; thence on the arc of said curve a distance of 417.42 feet; said arc subtended by a chord which bears South  $28^{\circ} 05' 36''$  West, a distance of 402.61 feet to the curve's end; thence South  $54^{\circ} 40' 00''$  West, a distance of 470.00 feet to the beginning of a curve concave Southeasterly having a radius of 1050.00 feet and a central angle of  $13^{\circ} 44' 15''$ ; thence on the arc of said curve a distance of 251.75 feet; said arc subtended by a chord which bears South  $47^{\circ} 47' 52''$  West, a distance of 251.15 feet to the curve's end; thence departing said West Right-of-Way boundary of West Timberlane Drive, North  $49^{\circ} 04' 14''$  West a distance of 53.59 feet; thence North  $14^{\circ} 29' 30''$  East, a distance of 66.62 feet; thence North  $31^{\circ} 41' 05''$  West, a distance of 78.79 feet; thence North  $49^{\circ} 08' 02''$  East, a distance of 96.10 feet; thence North  $17^{\circ} 15' 15''$  West, a distance of 144.30 feet; thence North  $31^{\circ} 27' 36''$  West, a distance of 157.78 feet; thence North  $14^{\circ} 04' 03''$  West, a distance of 196.78 feet; thence North  $03^{\circ} 27' 44''$  West, a distance of 205.15 feet; thence North  $40^{\circ} 23' 58''$  East, a distance of 185.10 feet; thence North  $17^{\circ} 27' 09''$  East, a distance of 119.98 feet; thence North  $35^{\circ} 09' 11''$  West, a distance of 216.38 feet; thence North  $32^{\circ} 53' 00''$  East, a distance of 629.92 feet; thence South  $70^{\circ} 30' 00''$  East, a distance of 675.88 feet to the beginning of a curve concave Easterly having a radius of 1050.00 feet and a central angle of  $17^{\circ} 58' 48''$  and the aforesaid West Right-of-Way boundary of West Timberlane Drive; thence on the arc of said curve a distance of 329.50 feet, said arc subtended by a chord which bears South  $10^{\circ} 30' 36''$  West, a distance of 328.15 feet to the POINT OF BEGINNING.

Containing 28.411 acres more or less.

parcel of land lying in the Northwest 1/4 of Section 6, Township 29 South, Range 22 East, Hillsborough County Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Clubhouse Drive with the centerline of Court "A" as recorded in Walden Lake Unit No. 14, Plat Book 54, Page 20 of the Public Records of Hillsborough County, Florida; said point being on a curve concave Westerly having a radius of 200.00 feet and a central angle of  $26^{\circ} 10' 30''$ ; thence on the arc of said curve and on said centerline of Clubhouse Drive a distance of 56.46 feet; said arc subtended by a chord which bears South  $39^{\circ} 35' 15''$  East, a distance of 56.27 feet to the curve's end; thence on a radial line of aforesaid curve and departing said centerline of Clubhouse Drive, South  $58^{\circ} 30' 00''$  West, a distance of 30.00 feet to the Southwesterly Right-of-Way boundary of Clubhouse Drive; thence on said Southwesterly Right-of-Way boundary South  $31^{\circ} 30' 00''$  East, a distance of 33.10 feet to the POINT OF BEGINNING; thence continue on said Southwesterly Right-of-Way boundary of Clubhouse Drive, South  $31^{\circ} 30' 00''$  East, a distance of 166.90 feet to the beginning of a curve concave Northeasterly having a radius of 230.00 feet and a central angle of  $28^{\circ} 30' 00''$ ; thence on the arc of said curve a distance of 114.41 feet; said arc subtended by a chord which bears South  $45^{\circ} 15' 00''$  East, a distance of 113.23 feet to the curve's end; thence South  $60^{\circ} 00' 00''$  East, a distance of 200.00 feet to the beginning of a curve concave Southwesterly having a radius of 170.00 feet and a central angle of  $10^{\circ} 00' 00''$ ; thence on the arc of said curve 29.67 feet; said arc subtended by a chord which bears South  $55^{\circ} 00' 00''$  East, a distance of 29.63 feet to the curve's end; thence South  $50^{\circ} 00' 00''$  East, a distance of 50.00 feet to the beginning of a curve concave Southwesterly having a radius of 25.00 feet and a central angle of  $90^{\circ} 00' 00''$ ; thence on the arc of said curve a distance of 39.27 feet; said arc subtended by a chord which bears South  $05^{\circ} 00' 00''$  East, a distance of 35.36 feet to the curve's end; thence departing said Southwesterly Right-of-Way boundary of Clubhouse Drive and on the Westerly Right-of-Way boundary of West Timberlane Drive, South  $40^{\circ} 00' 00''$  West, a distance of 56.66 feet to the beginning of a curve concave Southeasterly having a radius of 700.00 feet and a central angle of  $10^{\circ} 29' 59''$ ; thence on the arc of said curve a distance of 128.28 feet; said arc subtended by a chord which bears South  $34^{\circ} 45' 00''$  West, a distance of 128.10 feet to the curve's end; thence South  $29^{\circ} 31' 01''$  West, a distance of 966.26 feet; thence departing said Westerly Right-of-Way boundary of West Timberlane Drive, North  $60^{\circ} 28' 59''$  West, a distance of 23.96 feet; thence North  $05^{\circ} 46' 53''$  West, a distance of 22.19 feet; thence North  $05^{\circ} 24' 11''$  East, a distance of 80.77 feet; thence North  $05^{\circ} 38' 49''$  West, a distance of 69.89 feet; thence North  $03^{\circ} 53' 37''$  West, a distance of 102.23 feet; thence North  $08^{\circ} 39' 53''$  West, a distance of 97.55 feet; thence North  $01^{\circ} 32' 40''$  West, a distance of 137.89 feet; thence North  $43^{\circ} 33' 08''$  East, a distance of 75.74 feet; thence North  $01^{\circ} 00' 34''$  East, a distance of 105.86 feet; thence North  $00^{\circ} 01' 50''$  West, a distance of 120.11 feet; thence North  $13^{\circ} 08' 53''$  West, a distance of 67.53 feet; thence North  $00^{\circ} 47' 39''$  East, a distance of 84.36 feet; thence North  $00^{\circ} 17' 57''$  East, a distance of 102.55 feet; thence North  $02^{\circ} 50' 46''$  East, a distance 73.39 feet; thence North  $39^{\circ} 42' 24''$  East, a distance of 182.95 feet; thence North  $25^{\circ} 12' 38''$  East, a distance of 136.05 feet; thence North  $58^{\circ} 30' 00''$  East, a distance of 8.48 feet to the POINT OF BEGINNING.

Containing 9.568 Acres more or less.

## DESCRIPTION (WALDEN LAKE UNIT 10)

A parcel of land lying in Section 31, Township 28 South, Range 22 East, and Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, thence on the South boundary of the Southeast 1/4 of said Section 31, N 89°58'05" W, a distance of 666.08 feet; thence departing said South boundary, S 00°16'39" W, a distance of 198.66 feet to the Point of Beginning; Continue thence S 00°16'39" W, a distance of 465.35 feet to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 6; thence on the East boundary of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 6, S 00°03'31" E, a distance of 665.06 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 6; thence on the South boundary of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4, N 89°52'41" W, a distance of 668.10 feet; thence departing said South boundary, N 62°19'15" W, a distance of 43.46 feet; thence N 06°15'49" W, a distance of 323.92 feet; thence N 09°56'19" W, a distance of 466.95 feet; thence N 15°03'14" E, a distance of 796.53 feet to a point on the South Right-of-Way boundary of West Timberlane Drive and on a curve concave Southwesterly having a radius of 410.16 feet and a central angle of 24°53'22"; thence on the arc of said curve a distance of 178.17 feet, said arc subtended by a chord which bears S 70°22'49" E, a distance of 176.78 feet to a point of reverse curvature and the beginning of a curve concave Northeasterly having a radius of 490.64 and a central angle of 24°51'34"; thence on the arc of said curve a distance of 212.88 feet, said arc subtended by a chord which bears S 70°21'55" E, a distance of 211.21 feet to the curves end; thence S 82°47'42" E, a distance of 134.25 feet; thence departing said South Right-of-Way line of West Timberlane Drive, S 00°16'38" W, a distance of 294.58 feet; thence S 89°43'21" E, a distance of 120.00 feet to the Point of Beginning.

Containing 24.258 acres more or less.

DESCRIPTION (WALDEN LAKE UNIT 33-4)

A parcel of land located in the Southeast 1/4 of Section 12, Township 29 South, Range 19 East, Hillsborough County, Plant City, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the Southern boundary of said Section 12, a distance of 1,821.88 feet; thence N 00d26'42" E, a distance of 59.48 feet to the Point of Beginning; thence N 00d26'42" E, a distance of 1,270.58 feet; thence N 17d07'26" W, a distance of 456.03 feet; thence S 51d24'38" W, a distance of 500.13 feet; thence along an arc, a distance of 615.91 feet, having a chord bearing of S 26d12'15" W, with a length of 596.23' and a radius of 700 feet; thence S 00d59'52" W, a distance of 852.56 feet; thence S 89d29'35" E, a distance 793.48 feet to the Point of Beginning.

Containing 24.258 acres more or less.

3135

Prepared by and return to:  
J. Walter J. Zandora  
Raymond, Howell, Ostrom & Ulrich, P.A.  
29420 U. S. 19 North, Suite 501  
Clearwater, FL 34621

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

TWENTY-SIXTH AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WALDEN LAKE

THIS AMENDMENT (the "Amendment"), is made this 8<sup>th</sup> day of September, 1993,  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida,  
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and  
restrictions upon real property in Hillsborough County, Florida, by virtue of that certain  
Master Declaration of Covenants, Conditions and Restrictions for Walden Lake as recorded  
in Official Records Book 4733, beginning at page 1889, Public Records of Hillsborough  
County, Florida (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant reserved the right in the Master Declaration pursuant to  
Article VII to add, by amendment thereof, additional lands to the Properties made subject  
to the Master Declaration; and

WHEREAS, Declarant wishes to amend said Master Declaration by the addition of  
real property described on Exhibit "A" attached hereto and by reference made a part  
hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in  
Exhibit "A";

NOW, THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. The Master Declaration is hereby amended by the addition of the real  
property described in Exhibit "A" hereto and said real property shall be subject to each and  
every term, condition, covenant and restriction of the Master Declaration as it exists and  
as it may be and may have been amended from time to time.
2. The Master Declaration, as amended is hereby incorporated by reference as  
though fully set forth herein and, except as specifically amended hereinabove, is hereby  
ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in  
Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed  
by its duly authorized officers and affixed its corporate seal on the date first above  
written.

RECORD VERIFIED  
Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By William Robinson, D.C.

Signed, sealed and delivered  
in the presence of:

Jeanne E. Peebles  
Printed Name: JEANNE E. PEEBLES

Amy R. Milam  
Printed Name: AMY R. MILAM

WALDEN LAKE, INC.  
a Delaware corporation

By: Gary Nelson  
Printed Name: Gary Nelson  
Its Vice President

Attest: Lillie M. Roopak  
Printed Name: LILLIE M. ROOPAK  
Its Assistant Secretary

(CORPORATE SEAL)

1993 SEP - 8 PM 4: 33

93213289



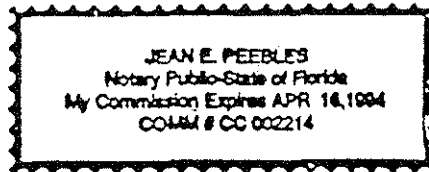
OFF. 7109 PG 1317  
REC.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was executed before me this 8<sup>th</sup> day of September, 1993, by Gary Nelson and Billie Kobak, the Vice President and Asst. Secretary, respectively of WALDEN LAKE, INC., a Delaware corporation, on behalf of the Corporation, who are personally known to me or have produced personally known as identification.

Jean E. Peebles  
Printed Name: JEAN E. PEEBLES  
Notary Public, Commission No. 2314  
My commission expires: 4-16-94

WAL30-01.A26



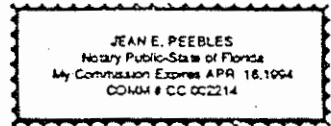
OFF. REC. 713281361

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was executed before me this 23<sup>rd</sup> day of September, 1993, by Gary Nelson and Lillian M. Roberts, the Vice President and Asst. Secretary, respectively of WALDEN LAKE, INC., a Delaware corporation, on behalf of the Corporation, who are personally known to me or have produced Lillian M. Roberts as identification.

Jean E. Peebles  
Printed Name: JEAN E. PEEBLES  
Notary Public, Commission No. 2314  
My commission expires: 4-16-94

WAL10-01.A27



## EMERALD FOREST

## DESCRIPTION

A parcel of land lying within Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 12; thence on the North boundary thereof, S 88°49'56" E, a distance of 1065.22 feet, to the POINT OF BEGINNING, said point being on the Easterly right-of-way boundary of West Timberlane Drive; thence continuing on said North boundary of the Southeast 1/4 of Section 12, S 88°49'56" E, said North boundary also being the South boundary of Walden Lake Unit 34/35 as recorded in P.B. 61, Page 37 of the public records of Hillsborough County, Florida, a distance of 272.39 feet, to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on the said North boundary of the Southeast 1/4 of Section 12 and said South boundary of Walden Lake Unit 34/35, S 88°49'56" E, a distance of 602.52 feet; thence departing said North boundary of the Southeast 1/4 of Section 12 and the South boundary of Walden Lake Unit 34/35, S 00°29'24" W, a distance of 341.11 feet; thence S 27°13'52" W, a distance of 90.34 feet; thence S 39°30'05" E, a distance of 82.99 feet; thence S 54°53'08" W, a distance of 177.10 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 150.00 feet and a central angle of 30°31'27", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 34°51'12" E, a distance of 79.91 feet, said arc subtended by a chord which bears S 50°06'56" E, a distance of 78.97 feet to the point of intersection with a non-tangent line; thence S 24°37'20" W, a distance of 193.21 feet; thence S 17°36'31" W, a distance of 137.32 feet; thence S 66°37'07" W, a distance of 129.80 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 250.00 feet and a central angle of 07°55'47", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 23°22'53" E, a distance of 34.60 feet, said arc subtended by a chord which bears S 27°20'49" E, a distance of 34.57 feet to the point of intersection with a non-tangent line; thence S 58°41'19" W, a distance of 188.35 feet; thence S 34°03'36" E, a distance of 238.67 feet, to a point of intersection with the South boundary of the North 1/2 of the Southeast 1/4 of said Section 12; thence on the South boundary thereof, N 88°55'07" W, a distance of 284.49 feet, to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on said South boundary, N 88°55'07" W, a distance of 486.53 feet, to a point of intersection with the Easterly boundary of Walden Lake Unit 33-4, as recorded in P.B. 71, Page 49 of the public records of Hillsborough County, Florida; thence departing said South boundary, and on said Easterly boundary, N 17°07'26" W, a distance of 456.03 feet, to a point of intersection with the Easterly right-of-way boundary of West Timberlane Drive; thence departing the Easterly boundary of Walden Lake Unit 33-4, and on said Easterly right-of-way boundary, N 51°24'37" E, a distance of 30.73 feet, to the beginning of a curve, concave Northwesterly, having a radius of 900.00 feet and a central angle of 52°51'48", thence Northeasterly along the arc of said curve to the left, a distance of 830.38 feet, said arc subtended by a chord which bears N 24°58'44" E, a distance of 801.23 feet to the curve's end; thence N 01°27'09" W, a distance of 144.38 feet, to the POINT OF BEGINNING; Containing 26.8029 acres of land, more or less which has been platted as WALDEN LAKE UNIT 33-2, PHASE A, according to the plat thereof recorded in Plat Book 72, Page 36, of the Public Records of Hillsborough County, Florida.

EXHIBIT "A"

OFF. 7402PG1282  
REC.

5P

Prepared by and return to:  
Julius J. Zschon, Esq.  
Bryant, Harrod, Oetow & Ulrich, P.A.  
100 Second Avenue S., 12th Floor  
St. Petersburg, FL 33701

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED  
*Richard Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

**TWENTY-EIGHTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE**

THIS AMENDMENT (the "Amendment"), is made this 18 day of May, 1994, by WALDEN LAKE, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant hereto fore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Master Declaration of Covenants, Conditions and Restrictions for Walden Lake as recorded in Official Records Book 4733, beginning at page 1883, Public Records of Hillsborough County, Florida (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant reserved the right in the Master Declaration pursuant to Article VII to add, by amendment thereof, additional lands to the Properties made subject to the Master Declaration; and

WHEREAS, Declarant wishes to amend said Master Declaration by the addition of real property described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A";

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. The Master Declaration is hereby amended by the addition of the real property described in Exhibit "A" hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Master Declaration as it exists and as it may be and may have been amended from time to time.

2. The Master Declaration as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

OFF. REC. 740201283

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal on the date first above written.

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC., a Delaware corporation

*Marlene J. Merrin*  
Printed Name: MARLENE J. MERRIN

By: *Gary Nelson*  
Printed Name: Gary Nelson  
Its: Vice President

*Rachel L. Bedford*  
Printed Name: Rachel L. Bedford

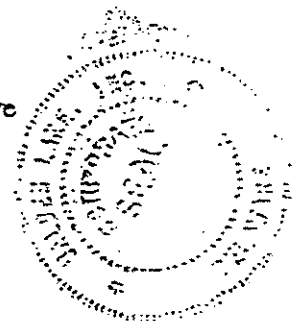
*Marlene J. Merrin*  
Printed Name: MARLENE J. MERRIN

Attest: *Lillie M. Robak*  
Printed Name: LILLIE M. ROBAX  
Its: ASSISTANT Secretary

*Rachel L. Bedford*  
Printed Name: Rachel L. Bedford

(Corporate Seal)

1602 West Timberlane Drive  
Plant City, FL 33567



STATE OF FLORIDA  
COUNTY OF *Hillsborough*

The foregoing instrument was acknowledged before me this 13 day of May, 1994, by Gary Nelson as Vice President and Lillie M. Robak as ASST. SECRETARY, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Marlene J. Merrin*  
Printed Name: MARLENE J. MERRIN  
Notary Public, State of Florida  
at Large (Seal)  
Commission No.:  
My Commission Expires:

walden2001.mad

OFF. 7402PG1286  
REC.

Unit 33-3

# Legal Description

A PARCEL OF LAND LYING IN THE SW 1/4 OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 12; THENCE N89°00'08"W, A DISTANCE OF 163.83 FEET; THENCE N00°59'52"E, A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING; THENCE N89°13'20"W, A DISTANCE OF 502.84 FEET; THENCE N00°13'47"W, A DISTANCE OF 948.94 FEET; THENCE N89°33'25"W, A DISTANCE OF 249.21 FEET; THENCE N00°26'30"E, A DISTANCE OF 480.15 FEET; THENCE S89°33'30"E, A DISTANCE OF 367.99 FEET; THENCE S64°47'33"E, A DISTANCE OF 190.46 FEET; THENCE S78°34'52"E, A DISTANCE OF 96.52 FEET; THENCE S66°47'12"E, A DISTANCE OF 160.84 FEET; THENCE N25°08'32"E, A DISTANCE OF 84.93 FEET; THENCE S60°19'22"E, A DISTANCE OF 197.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY OF TIMBERLANE DRIVE, SAID POINT LYING ON A CURVE, CONCAVE EASTERLY, WITH A RADIUS OF 800.0 FEET; THENCE ALONG SAID CURVE WITH A CHORD BEARING OF S15°20'15"W AND A CHORD DISTANCE OF 396.27 FEET; THENCE S00°59'52"W, A DISTANCE OF 850.06 FEET; THENCE N89°13'20"W, A DISTANCE OF 118.66 FEET TO THE POINT OF BEGINNING.



1994 DEC 22 PM 4:34

94310919

5

OFF REC: 7620 PG 1968

Prepared by and return to:  
Julius J. Zschau, Esq.  
Johnson, Blakely, Pope, Bokor,  
Ruppel & Burns, P.A.  
911 Chestnut Street P.O. Box 1362  
Clearwater, FL 34616  
(813) 461-1818

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**TWENTY-NINTH AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALDEN LAKE**

THIS AMENDMENT (the "Amendment") made this 16 day of December, 1994, by FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, WALDEN LAKE, INC., a Delaware corp. (hereinafter "Walden") heretofore imposed certain covenants and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Walden Lake as recorded in O.R. Book 4733, at page 1883, Public Records of Hillsborough County, Florida (hereinafter, together with any recorded amendments or supplements thereto, called the "Master Declaration"); and

WHEREAS, FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, is successor by merger to Walden and has been assigned by Walden all of the rights of Declarant under the Master Declaration; and

WHEREAS, there was reserved to Declarant the right in the Master Declaration, pursuant to Article VII to add, by amendment thereof, additional lands to the Properties made subject to the Master Declaration; and

WHEREAS, Declarant wishes to amend said Master Declaration by the addition of real property described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A";

NOW, THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. The Master Declaration is hereby amended by the addition of the real property described in Exhibit "A" hereto and said real property shall be subject to each and every term, condition, covenants and restriction of the Master Declaration as it exists and as it may be and may have been amended from time to time.

2. The Master Declaration, as amended, is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon being recorded in Hillsborough County, Florida.

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

Signed, sealed and delivered  
in the presence of:

FLORIDA DESIGN COMMUNITIES, INC.,  
a Delaware corporation

Rachel L. Bedford  
Printed Name: Rachel L. Bedford

By: Gary Nelson  
Printed Name: Gary Nelson  
President

Kathryn A. Zimmerman  
Printed Name: Kathryn A. Zimmerman

Attest: Patricia A. Kelsey  
Printed Name: Patricia A. Kelsey  
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was executed before me this 16th day of December, 1994, by Gary Nelson and Patricia A. Kelsey ~~BY~~  
President and ASST. Secretary, respectively, of FLORIDA DESIGN



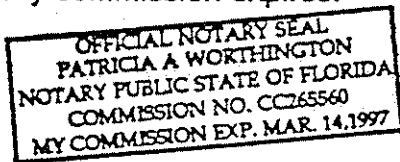
COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, and who are personally known to me or who have produced \_\_\_\_\_ as identification.

*Patricia A. Worthington*

Printed Name: \_\_\_\_\_

Notary Public Commission No.

My commission expires:



DESCRIPTION:

A parcel of land in Section 12, Township 29 South, Range 21 East all lying and being in Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Said Section 12 thence N 89°00'08"W along the South boundary of said SW 1/4 of Section 12 a distance of 163.83 feet; thence N 00°59'52"E a distance of 50.22 feet to a POINT OF BEGINNING, said point being on the right-of-way line of Trapnell Road; thence N 89°26'19"W along said right-of-way line a distance of 503.78 feet; thence departing said right-of-way line N 00°28'16"E a distance of 966.12 feet; thence N 88°55'11"W a distance of 259.64 feet; thence N 00°32'10"E a distance of 446.31 feet to a point on the Southerly boundary line of Walden Lake Unit 33-1, Phase B, as recorded in Plat Book 72, Page 51 of the Public Records of Hillsborough County, Florida; thence along the aforesaid Southerly boundary the following: S 89°33'30"E, 367.99 feet; thence S 64°47'13"E, 190.46 feet; thence S 79°05'06"E, 96.33 feet; thence S 66°30'23"E, 161.21 feet; thence N 25°08'32"E, 84.93 feet; thence S 60°16'34"E, 198.59 feet along the Southerly boundary of Walden Lake Unit 33-1, Phase A, as recorded in Plat Book 71, Page 31 of the Public Records of Hillsborough County, Florida to a point on the Westerly right-of-way line of West Timberlane Drive as recorded in Official record book 6428, Page 1854 of the Public records of Hillsborough County, Florida; said point being on a curve concave to the East having a radius of 800.00 feet and a central angle of 28°56'00"; thence Southerly along the arc of said curve a distance of 403.99 feet, said arc subtended by a chord which bears S 15°27'52"W a distance of 399.71 feet to the end of said curve; thence continuing along the said Westerly right-of-way of West Timberlane Drive S 00°59'52"W a distance of 350.86 feet to a point on the Northerly right-of-way line of Trapnell Road; thence N 89°13'20"W, a distance of 118.66 feet to the POINT OF BEGINNING.

Containing 22.5737 Acres of land, more or less.

which has been platted as WALDEN LAKE UNIT 33-3, in Plat Book 74, at page 41, Public Records of Hillsborough County, Florida.

EXHIBIT "A"

## DESCRIPTION

A Parcel of land, a portion of which is a replat of Lot 23, Block 3, and Lot 26 Block 2 of WALDEN LAKE UNIT 33-2, PHASE A, as recorded in Plat Book 72, Page 36 of the Public Records of Hillsborough County, Florida, said parcel lying in Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 29 South, Range 21 East; thence on the East boundary thereof S 00°29'40"W a distance of 1327.27 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, thence N 88°55'07"W, on the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 12 a distance of 10.00 feet; thence S 00°29'40"W a distance of 20.10 feet; thence N 89°30'23"W, a distance of 150.00 feet; thence S 00°29'40"W, a distance of 31.64 feet; thence N 89°01'33"W a distance of 508.14 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 12; thence on the said East boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 12, N 00°28'46"E, a distance of 54.23 feet to a point on the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 12; thence on the South boundary of said Northeast 1/4 of the Southeast 1/4 of Section 12; N 88°55'06"W, a distance of 384.00 feet to the Southeast corner of previously Platted Walden Lake Unit 33-2, Phase A, as recorded in Plat Book 72, Page 36 of the Public Records of Hillsborough County, Florida; thence continue N 88°55'07"W a distance of 241.29 feet, thence N 15°38'03"W a distance of 277.39 feet; thence on the Southerly line of Lot 22, Block 3 of previously Platted Walden Lake Unit 33-2, Phase A, N 79°15'52"E, a distance of 147.76 feet; thence continue on said Southerly boundary line N 69°53'21"E a distance of 180.01 feet to a point on the Northerly right of way line of Alcott Ave; thence Northeasterly along said Northerly right of way line, N 20°06'39"W, a distance of 54.10 feet; thence N 69°53'21"E, on the Southeasterly boundary of Lot 25, Block 2 of the said previously Platted Walden Lake Unit 33-2, Phase A a distance of 194.87 feet; thence N 17°36'32"E a distance of 31.28 feet; thence on the Easterly boundary line of Walden Lake Unit 33-2, Phase A the following: N 24°37'20"E, 193.21 feet to a point on the Northerly right of way of Kilmer Drive; said point being the point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 150.00 feet and a central angle of 30°31'27", thence Northeasterly along the arc of said curve to the right, 78.79 feet, said arc subtended by a chord which bears N 50°06'56"W to the curves end; thence departing said right of way line, N 54°53'00"W a distance of 177.10 feet; thence N 39°30'05"W a distance of 82.99 feet; thence N 27°13'52"E a distance of 90.34 feet; thence N 00°29'24"E a distance of 341.11 feet to a point on the North boundary of the NE 1/4 of the SE 1/4 of said Section 12. Said line also being the Southerly boundary of Walden Lake Unit 34/35, as recorded in Plat Book 61, Page 37 of the Public Records of Hillsborough County, Florida; thence on the South boundary of said Walden Lake Unit 34/35, S 88°49'56"E a distance of 735.27 feet to the Point of beginning.

Said Tract Containing, 29.406 Acres MORE OR LESS.

which has been platted as WALDEN LAKE UNIT 33-2, PHASE B, in Plat Book 74, at page 40, Public Records of Hillsborough County, Florida.

PREPARED BY AND TO BE RETURNED TO:

Robert S. Freedman, Esquire  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
Post Office Box 3239  
Tampa, Florida 33601-3329

\_\_\_\_\_ AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM FOR  
LAUREL LAKE CONDOMINIUM

WHEREAS, the Declaration of Condominium for Laurel Lake Condominium (the "Declaration") was recorded on \_\_\_\_\_, 199\_\_, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, and the condominium drawings for Phase I, the only property submitted to condominium ownership under the Declaration, were recorded in Condominium Book \_\_\_\_\_, Page \_\_\_\_\_, all of the public records of Hillsborough County, Florida; and

WHEREAS, Article III of the Declaration allows FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp. (the "Developer"), without joinder by others, to amend the Declaration to submit additional phases of Laurel Lake Condominium to condominium ownership.

NOW, THEREFORE, the Developer, for itself and its successors, grantees and assigns, hereby makes, declares and publishes its intention to submit and does hereby submit the real property described herein to condominium ownership and use in accordance with Chapter 718 of the Florida Statutes, as follows:

The real property submitted to condominium ownership and use includes the lands lying and being situated in Hillsborough County, Florida, designated and described as Phase \_\_\_\_ on Exhibit 1 attached hereto and made a part hereof, of which the condominium drawings are recorded in Condominium Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Hillsborough County, Florida, together with all improvements from time to time erected or installed thereon.

The real property described above shall be subject to all of the terms, provisions, conditions and easements contained in the Declaration.

In accordance with the formula set forth in Article V of the Declaration, each unit in Laurel Lake Condominium, upon submission of Phase \_\_\_\_ to condominium ownership under the Declaration, shall have appurtenant thereto an 1/\_\_\_\_\_th undivided share of the common elements.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this \_\_\_ day of \_\_\_\_\_, 199\_\_.

WITNESSES:

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, f/k/a Sun City Center Corp., as Developer of Laurel Lake Condominium

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp., on behalf of the corporation, as Developer of Laurel lake Condominium. They are either  personally known to me or  have produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of Florida

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

6/2

Prepared by and return to:  
Kenneth W. Buchman, Esquire  
Buchman and Buchman, P.A.  
212 North Collins Street  
Plant City, Florida 33566

Property Appraisers Parcel  
I.D. (Folio) Numbers:  
203214.0600  
Grantee(s) S.S. #(s):

1995 JUN 26 AM 11:39  
95142229

EASEMENT DEED

THIS EASEMENT DEED made this 17<sup>th</sup> day of April, 1995, by FLORIDA DESIGN COMMUNITIES, INC., a Florida Corporation, joined by First National Bank of Boston, (mortgagee), both hereinafter called the Grantor, to the CITY OF PLANT CITY, FLORIDA, a Municipal corporation, in Hillsborough County, Florida, whose post office address is Post Office Box C, Plant City, Florida-34289, hereinafter called the Grantee: *(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)*

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants to the Grantee, a perpetual easement and right of way for the construction, installation, maintenance, building and repairing of sanitary sewer lines, storm sewers, water lines and all public utilities in the following described lands in Hillsborough County, Florida, to-wit:

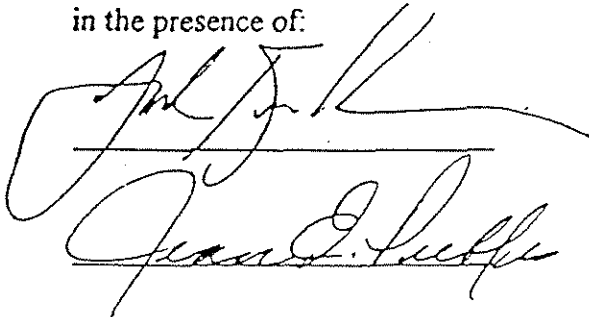
Real property described in Exhibit A attached hereto and incorporated herein by this reference.

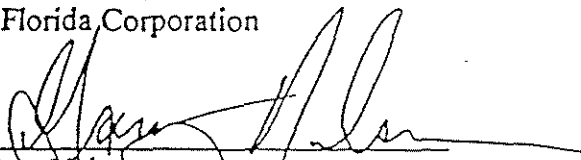
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Grantor:

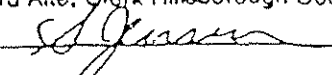
Signed, sealed and delivered in the presence of:

Florida Design Communities, Inc.,  
a Florida Corporation



By:   
Gary Nelson  
Vice-President

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Documentary Tax Pd. - F.S. 201.02 \$ 1.70  
Documentary Tax Pd. - F.S. 201.03 \$ 0  
Intangible Tax Pd. - F.S. 199 \$ 0  
Richard Ake, Clerk Hillsborough County  
By:  Deputy Clerk

The First National Bank of Boston

*Nicholas Whiting*  
*Elaine K. Harwood*

By: *Paul + Anne* vs.  
Paul F. DiVito  
Vice-President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 1995, by Gary Nelson, as Vice President of Florida Design Communities, Inc., a Florida Corporation, who personally known to me.

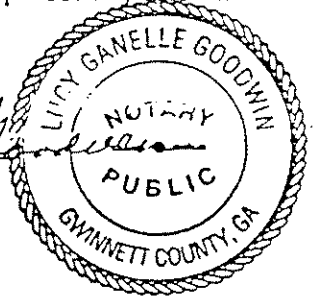


JEAN E. PEEBLES  
Notary Public, State of Florida  
My Comm. Exp. June 13, 1998  
Comm. No. CC 382245

*Jean E. Peebles*  
Notary Public  
State of Florida  
Commission No. 382245  
My commission expires: 6-13-98

STATE OF GEORGIA  
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 1995, by Paul F. DiVito; as Vice President of The First National Bank of Boston, who is personally known to me.

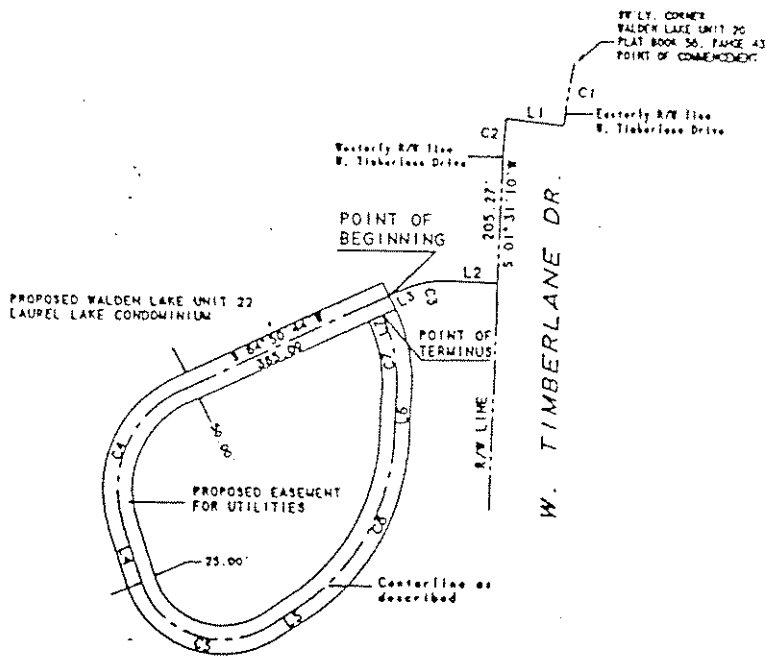


*Lucy Ganelle Goodwin*  
Notary Public  
State of Georgia  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Notary Public, Gwinnett County, Georgia  
My Commission Expires Dec. 12, 1998

**SKETCH OF DESCRIPTION**  
(THIS IS NOT A BOUNDARY SURVEY)

DESCRIPTION: A tract of land for Utility Easement in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: Commencing at the Southeast corner of WALDEN LAKE UNIT 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida, run Southwesterly along the Easterly right of way line of West Timberlane Drive 105.83 feet, said right of way being a curve concave to the East subtended by a chord which bears S 09°04'33"W a distance of 105.78 feet, having a radius of 950.00 feet and a central angle of 06°22'58"; thence N 84°11'28"W a distance of 100.00 feet to a point on the Westerly right of way line of West Timberlane Drive, said point lying on a curve concave to the East having a radius of 1050.00 feet, a central angle of 04°21'26" and a chord 79.83 feet which bears S 03°41'55"W; thence southerly along said curve 79.85 feet to the end of said curve; thence continue along said right of way S 01°31'12"W a distance of 205.27 feet, thence N 88°28'46"W a distance of 85.04 feet to the beginning of a curve concave to the South having a radius of 170.36 feet, a central angle of 26°40'26" and a chord of 78.60 feet which bears S 78°10'56"W; thence Westerly along the arc of said curve 79.31 feet to the curve end; thence S 64°50'45"W a distance of 23.86 feet to the POINT OF BEGINNING of a strip of land 50.00 feet in width lying 25.00 feet on each side of the following described centerline: continue S 64°50'44"W a distance of 385.00 feet to the beginning of a curve concave to the Southeast having a radius of 192.00 feet, a central angle of 83°45'11" and a chord of 256.34 feet which bears S 22°58'09"W; thence along said curve 280.67 feet to the curve end; thence S 18°54'23"E a distance of 92.70 feet to the beginning of a curve concave to the Northwest having a radius of 150.00 feet, a central angle of 106°25'32" and a chord of 240.26 feet which bears S 72°07'08"E; thence along the arc of said curve 278.63 feet to the curve end; thence N 54°40'10"E, a distance of 62.10 feet to the beginning of a curve concave to the Northwest having a radius of 357.99 feet, a central angle of 53°08'59" and a chord of 320.30 feet which bears N 28°05'40"E; thence along the arc of said curve 332.08 feet to the curve end; thence N 01°31'11"E a distance of 91.44 feet to the beginning of a curve concave to the Southwest having a radius of 250.08 feet, a central angle of 26°40'27" and a chord of 115.38 feet which bears N 11°49'03"W to the curve end; thence N 25°09'15"W, a distance of 5.63 feet to the POINT OF TERMINUS.



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	06°22'58"	950.00'	105.83'	52.97'	105.78'	S 09°04'33"W
C 2	04°21'26"	1050.00'	79.85'	39.94'	79.83'	S 03°41'55"W
C 3	26°40'26"	170.36'	79.31'	40.39'	78.60'	S 78°10'56"W
C 4	83°45'11"	192.00'	280.66'	172.13'	256.34'	S 22°58'09"W
C 5	106°25'32"	150.00'	278.62'	200.60'	240.26'	S 72°07'08"E
C 6	53°08'59"	357.99'	332.08'	179.07'	320.30'	N 28°05'40"E
C 7	26°40'27"	250.08'	116.43'	59.29'	115.38'	N 11°49'03"W

LINE	BEARING	DISTANCE
L 1	N 84°11'28"W	100.00'
L 2	N 88°28'46"W	85.04'
L 3	S 64°50'45"W	23.86'
L 4	S 18°54'23"E	92.70'
L 5	N 54°40'10"E	62.10'
L 6	N 01°31'11"E	91.44'

**SURVEYOR'S NOTES**  
 1. INTRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR'S SEAL.  
 2. BASIS OF BEARINGS: DEED BEARING OF S 09°04'33"W FOR THE WESTERLY RIGHT OF WAY LINE OF WEST TIMBERLANE DRIVE.  
 3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE OR EASEMENTS OR RESTRICTIONS THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.

4. NO UNDERGROUND IMPROVEMENTS OR UTILITIES WERE LOCATED EXCEPT THOSE SHOWN HEREON.  
 5. FLOOD CERTIFICATE THE MERICA DESCRIBED PROPERTY APPEARS TO BE IN FLOOD ZONE 'C' ACCORDING TO FIRM 0003 PANEL 0005-C REVISED 04/17/84.  
 6. ELEVATIONS BASED ON M.H.V.D. 1989.  
 7. UNLESS NOTED OTHERWISE NO UNDERGROUND FOUNDATIONS LOCATED.

**ADVANTAGE SURVEYING, INC.**  
 1213 N. PARSONS AVENUE  
 BRANDON FLORIDA 33510  
 (813) 644-6741

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 610.01 OF THE FLORIDA ADMINISTRATIVE CODE.

**LEGEND**

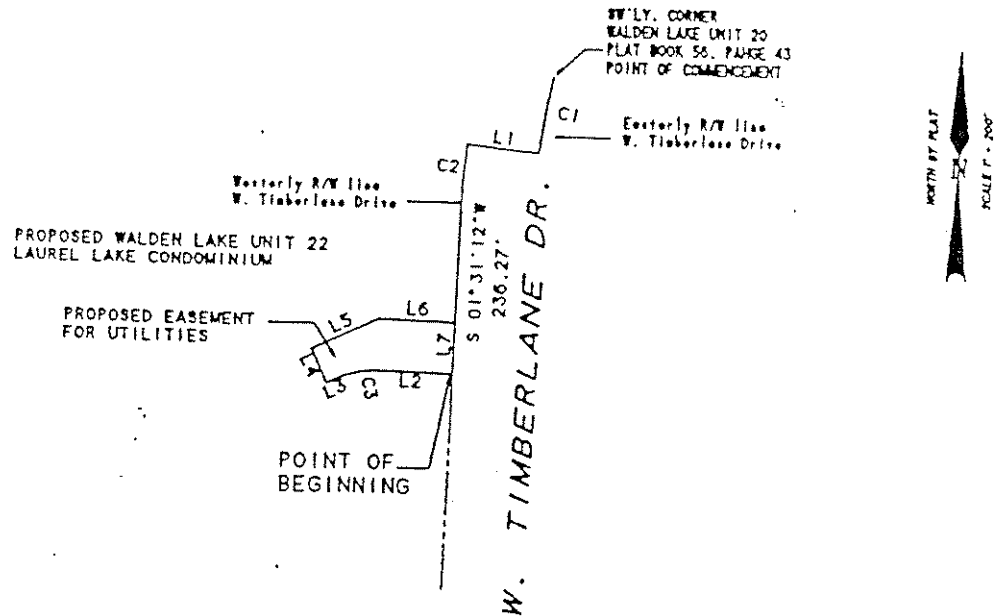
- C = ZERO LOT LINE
- CP = RADIAL LOT LINE
- CL = CENTERLINE
- CR = CURVE RADIUS
- CH = CHORD
- CHB = CHORD BEARING
- CHC = CHORD CURVE CENTER
- CHD = CHORD CURVE DISTANCE
- CHL = CHORD CURVE LENGTH
- CHM = CHORD CURVE MIDDLE
- CHN = CHORD CURVE NORTH
- CHO = CHORD CURVE SOUTH
- CHP = CHORD CURVE POINT
- CHR = CHORD CURVE RIGHT
- CHS = CHORD CURVE SOUTH
- CHT = CHORD CURVE TANGENT
- CHU = CHORD CURVE UNDER
- CHV = CHORD CURVE VERTICAL
- CHW = CHORD CURVE WEST
- CHX = CHORD CURVE WEST
- CHY = CHORD CURVE WEST
- CHZ = CHORD CURVE WEST



**SKETCH OF DESCRIPTION**  
(THIS IS NOT A BOUNDARY SURVEY)

OFF. REC. 780011036

DESCRIPTION: A tract of land for Utility Easement in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: Commencing at the Southeastern most corner of WALDEN LAKE UNIT 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida, run Southerly along the Easterly right of way line of West Timberlane Drive 105.83 feet, said right of way being a curve concave to the East subtended by a chord which bears S 09° 04' 33" W, a distance of 105.78 feet, having a radius of 950.00 feet and a central angle of 06° 22' 58", thence N 84° 11' 28" W a distance of 100.00 feet to a point on the Westerly right of way line of West Timberlane Drive, said point lying on a curve concave to the East having a radius of 1050.00 feet, a central angle of 04° 21' 26" and a chord 79.83 feet to the end of said curve; thence 41° 55' W; thence southerly along said curve 79.85 feet to the end of said curve; thence continue along said right of way S 01° 31' 12" W a distance of 236.27 feet to a POINT OF BEGINNING; thence N 88° 28' 46" W a distance of 97.52 feet to the beginning of a curve concave to the South, having a radius of 143.06 feet, a central angle of 26° 40' 29", and a chord of 66.00' which bears S 78° 10' 59" W, thence Westerly along the arc of said curve 66.60 feet to the end of said curve; thence S 64° 50' 41" W, a distance of 11.05 feet; thence N 25° 09' 16" W, a distance of 50.00 feet; thence N 64° 50' 44" E a distance of 99.88 feet; thence S 88° 34' 19" E, a distance of 104.82 feet; thence S 01° 31' 12" W, a distance of 69.50 feet to the POINT OF BEGINNING.



CURVE & LINE TABLES

LINE	BEARING	DISTANCE
L 1	N 84° 11' 28" W	100.00'
L 2	N 88° 28' 46" W	97.52'
L 3	S 64° 50' 41" W	11.04'
L 4	N 25° 09' 16" W	50.00'
L 5	N 64° 50' 44" E	99.88'
L 6	S 88° 34' 19" E	104.82'
L 7	S 01° 31' 11" W	69.50'

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	06° 22' 58"	950.00'	105.83'	52.97'	105.78'	S 09° 04' 33" W
C 2	04° 21' 26"	1050.00'	79.85'	39.94'	79.83'	S 03° 41' 55" W
C 3	26° 40' 29"	143.06'	66.60'	33.92'	66.00'	S 78° 10' 59" W

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Raymond Thompson*  
**RAYMOND THOMPSON**  
P.L.S No. 4580

SURVEYOR'S NOTES

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND EMBOSSER WITH SURVEYOR'S SEAL.
- BASES OF BEARINGS: DEED BEARING OF S 01° 31' 12" W FOR THE WESTERLY BOUNDARY OF THE RIGHT OF WAY LINE OF TIMBERLANE DRIVE
- THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE, EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
- NO UNDERGROUND IMPROVEMENTS OR UTILITIES WERE LOCATED EXCEPT THOSE SHOWN HEREON.
- FLOOD CERTIFICATE: THE HEREON DESCRIBED PROPERTY APPEARS TO LIE IN FLOOD ZONE "C", ACCORDING TO F.L.R.M. 12063 PANEL 0005-C, REVISED 4/77/84.
- ELEVATIONS BASED ON M.D.V.D. 1929
- UNLESS NOTED OTHERWISE, NO UNDERGROUND FOUNDATIONS LOCATED

**ADVANTAGE SURVEYING, INC**  
1213 N. PARSONS AVENUE  
BRANDON, FLORIDA 33510  
(813) 684-6761

DATE: 1/27/95  
BY: R.T.

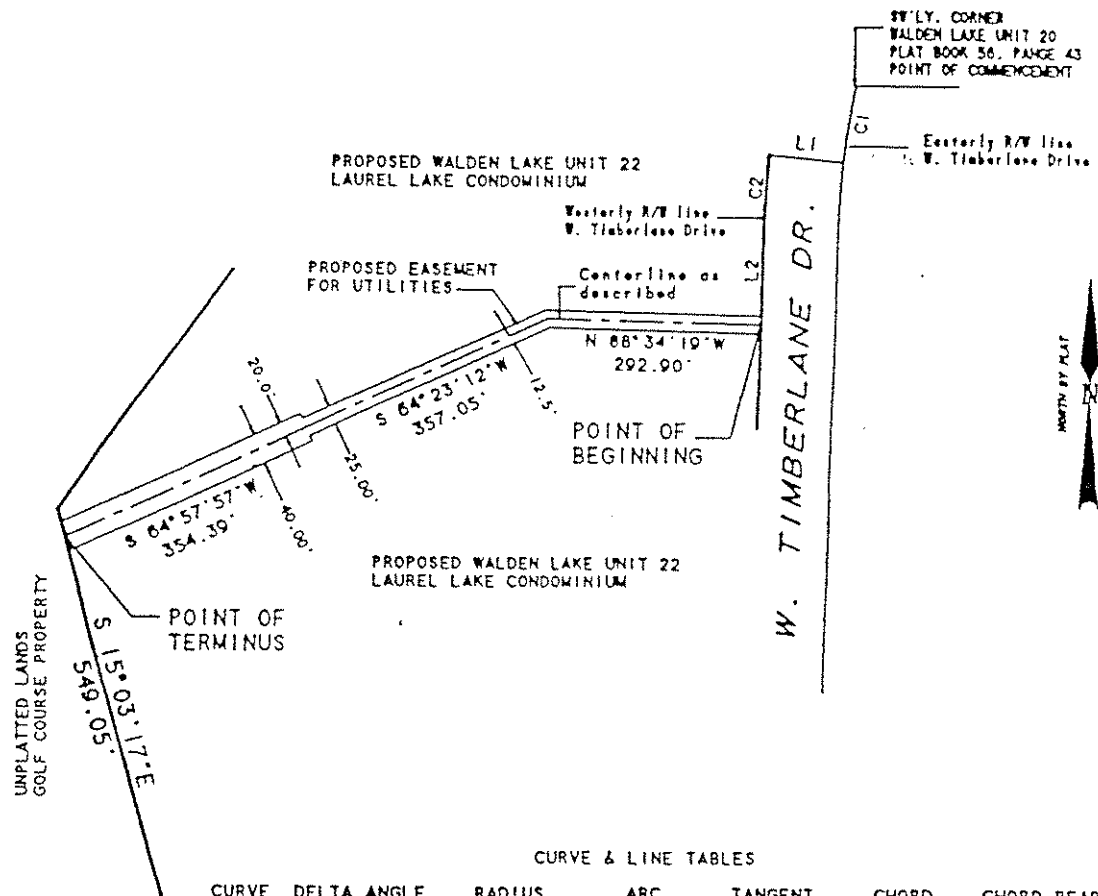
LEGEND

- 0 - ZERO LOT LINE
- (RI) - RADIAL LOT LINE
- CL - CENTERLINE
- C - CURVE No.
- R/W - RIGHT-OF-WAY
- F - FOUND
- S - 5'
- 1 - 1" = 10'
- 1 - 1" = 20'
- L - LICENSED SURVEYOR
- CIP - IRON PIPE & CAP
- ICP - IRON ROD & CAP
- CM - CONCRETE MONUMENT
- NM - NAIL & DISK
- PKN - PE NAIL
- RRS - RAILROAD SPIKE
- FL - FLAT DIMENSION
- 1 - 1" S.D. DIMENSION
- 101 - DEED CALL PROPERTY

**SKETCH OF DESCRIPTION**  
(THIS IS NOT A BOUNDARY SURVEY)

OFF. REC. 780061035

DESCRIPTION: A tract of land for Utility Easement in Section 6, Township 29 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: Commencing at the Southwesterly most corner of WALDEN LAKE UNIT 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida, run Southerly along the Easterly right of way line of West Timberlane Drive 105.83 feet, said right of way being a curve concave to the East subtended by a chord which bears S 09° 04' 33" W, a distance of 105.78 feet, having a radius of 950.00 feet and a central angle of 06° 22' 58", thence N 84° 11' 28" W a distance of 100.00 feet to a point on the Westerly right of way line of West Timberlane Drive, said point lying on a curve concave to the East having a radius of 1050.00 feet, a central angle of 04° 21' 26" and a chord 79.85 feet which bears S 03° 41' 55" W; thence southerly along said curve 79.85 feet to the end of said curve; thence S 01° 31' 13" W a distance of 154.27 feet to the POINT OF BEGINNING of a strip of land 25.0 feet in width lying 12.5 feet on each side of the following described centerline: Then run N 88° 34' 19" W, 292.90 feet; thence S 64° 23' 12" W a distance of 357.05' to the end of the 25.0' wide strip and the beginning of a 40.00 foot side strip of land lying 20.00 feet on each side of the following described centerline, run S 64° 57' 57" W a distance of 354.39 feet to the POINT OF TERMINUS, said point lying on the Westerly boundary of the PROPOSED WALDEN LAKE UNIT 22.



**CURVE & LINE TABLES**

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	06° 22' 58"	950.00'	105.83'	52.97'	105.78'	S 09° 04' 33" W
C 2	04° 21' 26"	1050.00'	79.85'	39.94'	79.83'	S 03° 41' 55" W

LINE	BEARING	DISTANCE
L 1	N 84° 11' 28" W	100.00'
L 2	S 01° 31' 13" W	154.27'
L 3	S 15° 03' 17" E	38.87'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 61G17-5 OF THE FLORIDA ADMINISTRATIVE CODE.

*Raymond Thompson*  
**RAYMOND THOMPSON**  
 P.L.S No. 4580

- SURVEYOR'S NOTES**
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND EMBOSSSED WITH SURVEYOR'S SEAL.
  2. BASIS OF BEARINGS: DEED BEARING OF S 15° 03' 17" E FOR THE WESTERLY BOUNDARY OF THE PROPOSED WALDEN LAKE UNIT 22.
  3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
  4. NO UNDERGROUND IMPROVEMENTS OR UTILITIES WERE LOCATED EXCEPT THOSE SHOWN HEREON.
  5. FLOOD CERTIFICATE: THE HEREON DESCRIBED PROPERTY APPEARS TO LIE IN FLOOD ZONE "C", ACCORDING TO F.I.R.M. 12013 PANEL 0005-C, REVISED 4/17/84.
  6. ELEVATIONS BASED ON N.G.V.D. 1929
  7. UNLESS NOTED OTHERWISE, NO UNDERGROUND FOUNDATIONS LOCATED

**ADVANTAGE SURVEYING, INC**  
 1213 N. PARSONS AVENUE  
 BRANDON, FLORIDA 33510  
 (813) 564-6711

DRAWN BY: LATE. CHECKED  
 DT 11/07/05 DT

**LEGEND**

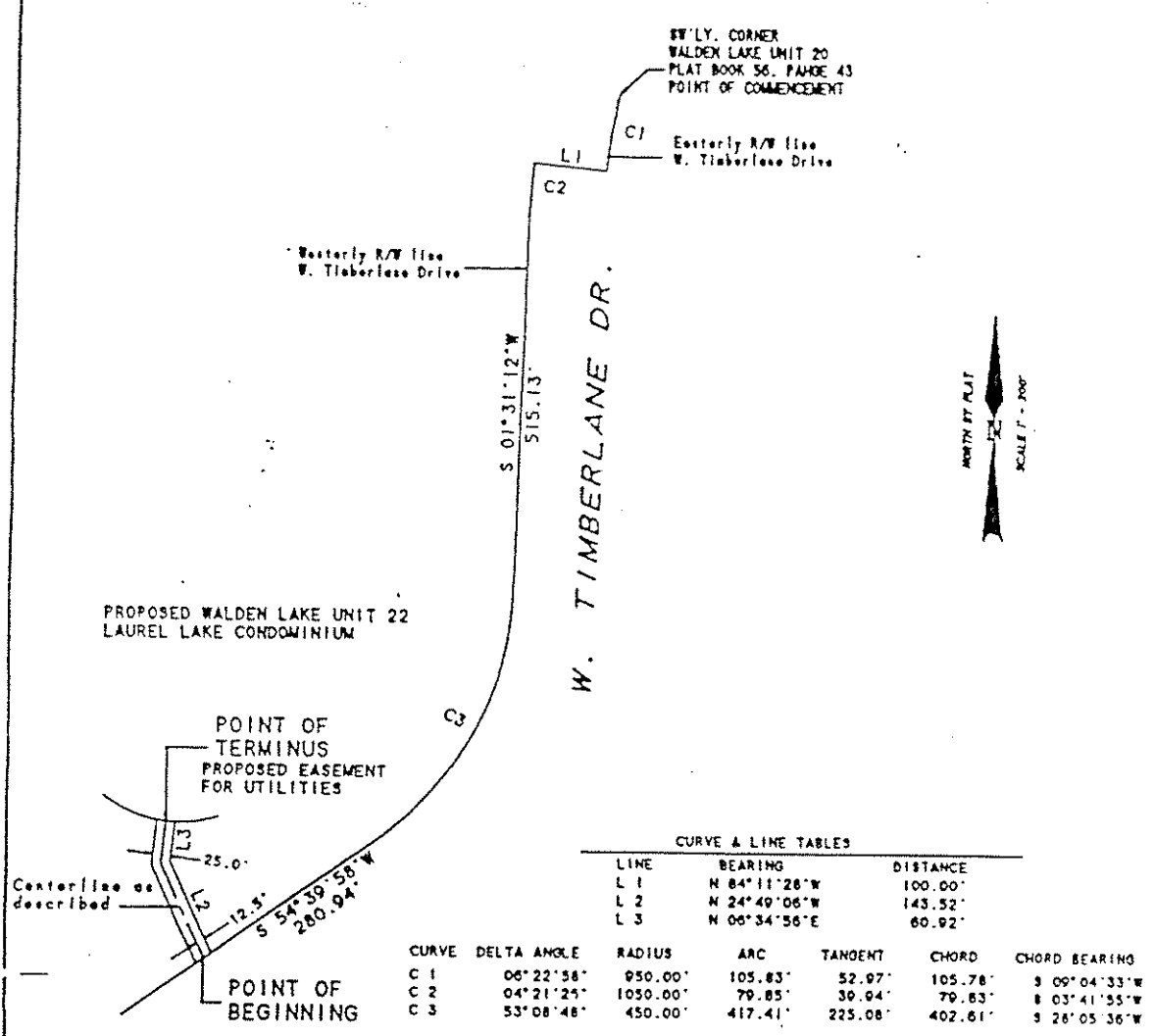
- 0 - ZERO LOT LINE
- IR1 - RADIAL LOT LINE
- CL - CENTERLINE
- C - CURVE No.
- R/W - RIGHT-OF-WAY
- PI - PILE
- IR - IRON ROD
- IR1 - IRON ROD & CAP
- CM - CONCRETE MONUMENT
- N&D - NAIL & DISK
- PKH - PR NAIL
- RPS - RAILROAD SPIKE
- IR - IRON ROD
- IR1 - IRON ROD & CAP
- IR1 - IRON ROD & CAP
- IR1 - IRON ROD & CAP

**SKETCH OF DESCRIPTION**

(THIS IS NOT A BOUNDARY SURVEY)

OFF. REC. 780061037

DESCRIPTION: A tract of land for Utility Easement in Section 6, Township 20 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows: Commencing at the Southeastern most corner of WALDEN LAKE UNIT 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida, run Southerly along the Easterly right of way line of West Timberlane Drive 105.83 feet, said right of way being a curve concave to the East subtended by a chord which bears S 09°04'33"W, a distance of 105.78 feet, having a radius of 950.00 feet and a central angle of 06°22'58", thence N 84°11'28"W a distance of 100.00 feet to a point on the Westerly right of way line of West Timberlane Drive, said point lying on a curve concave to the East having a radius of 1050.00 feet, a central angle of 04°21'26" and a chord 79.83 feet which bears S 03°41'55"W; thence southerly along said curve 79.85 feet to the end of said curve; thence continue along said right of way S 01°31'12"W a distance of 515.13 feet to the beginning of a curve concave to the West having a radius of 450.00 feet, and a central angle of 53°08'48", thence along the arc of said curve 417.41 feet, said arc subtended by a chord which bears S 28°05'36"W a distance of 402.61 feet to the end of said curve; thence S 54°40'00"W, a distance of 280.936 feet to the POINT OF BEGINNING of a strip of land 25.00 feet in width lying 12.50 feet on each side of the following described centerline: Run N 24°49'06"W a distance of 143.52 feet thence N 06°34'56"E a distance of 60.92 feet to the POINT OF TERMINUS.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Raymond Thompson*  
**RAYMOND THOMPSON**  
 P.L.S No. 4580

- SURVEYOR'S NOTES**
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED AND EMBOSSSED WITH SURVEYOR'S SEAL.
  2. BASIS OF BEARINGS: DEED BEARING OF S 09°04'33"W FOR THE WESTERLY BOUNDARY OF THE RIGHT OF WAY LINE OF TIMBERLANE DRIVE
  3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
  4. NO UNDERGROUND IMPROVEMENTS OR UTILITIES WERE LOCATED EXCEPT THOSE SHOWN HEREON.
  5. FLOOD CERTIFICATE: THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN FLOOD ZONE 'C', ACCORDING TO F.A.R.M. 12043 PAMEL 0005-C, REVISED 4/7/84.
  6. ELEVATIONS BASED ON N.O.Y.D. 1029
  7. UNLESS NOTED OTHERWISE, NO UNDERGROUND FOUNDATIONS LOCATED

**ADVANTAGE SURVEYING, INC**  
 1213 N PARSONS AVENUE  
 BRANDON, FLORIDA 33510  
 (813) 684-6761

- LEGEND**
- 0 - ZERO LOT LINE
  - (R) - RADIAL LOT LINE
  - CL - CENTERLINE
  - C - CURVE No.
  - R/W - RIGHT-OF-WAY
  - F - FOUND
  - S - SET
  - IP - IRON PIPE
  - IR - IRON ROD
  - LB - LICENSED BUSINESS
  - LI - IRON PIPE
  - CIP - IRON PIPE & CAP
  - CIR - IRON ROD & CAP
  - CM - CONCRETE MONUMENT
  - N&D - NAIL & DISK
  - PKN - PR NAIL
  - RRS - RAILROAD SPIKE
  - IP1 - IRON PIPE
  - IP2 - IRON PIPE
  - IP3 - IRON PIPE
  - IP4 - IRON PIPE
  - IP5 - IRON PIPE
  - IP6 - IRON PIPE
  - IP7 - IRON PIPE
  - IP8 - IRON PIPE
  - IP9 - IRON PIPE
  - IP10 - IRON PIPE
  - IP11 - IRON PIPE
  - IP12 - IRON PIPE
  - IP13 - IRON PIPE
  - IP14 - IRON PIPE
  - IP15 - IRON PIPE
  - IP16 - IRON PIPE
  - IP17 - IRON PIPE
  - IP18 - IRON PIPE
  - IP19 - IRON PIPE
  - IP20 - IRON PIPE
  - IP21 - IRON PIPE
  - IP22 - IRON PIPE
  - IP23 - IRON PIPE
  - IP24 - IRON PIPE
  - IP25 - IRON PIPE
  - IP26 - IRON PIPE
  - IP27 - IRON PIPE
  - IP28 - IRON PIPE
  - IP29 - IRON PIPE
  - IP30 - IRON PIPE
  - IP31 - IRON PIPE
  - IP32 - IRON PIPE
  - IP33 - IRON PIPE
  - IP34 - IRON PIPE
  - IP35 - IRON PIPE
  - IP36 - IRON PIPE
  - IP37 - IRON PIPE
  - IP38 - IRON PIPE
  - IP39 - IRON PIPE
  - IP40 - IRON PIPE
  - IP41 - IRON PIPE
  - IP42 - IRON PIPE
  - IP43 - IRON PIPE
  - IP44 - IRON PIPE
  - IP45 - IRON PIPE
  - IP46 - IRON PIPE
  - IP47 - IRON PIPE
  - IP48 - IRON PIPE
  - IP49 - IRON PIPE
  - IP50 - IRON PIPE
  - IP51 - IRON PIPE
  - IP52 - IRON PIPE
  - IP53 - IRON PIPE
  - IP54 - IRON PIPE
  - IP55 - IRON PIPE
  - IP56 - IRON PIPE
  - IP57 - IRON PIPE
  - IP58 - IRON PIPE
  - IP59 - IRON PIPE
  - IP60 - IRON PIPE
  - IP61 - IRON PIPE
  - IP62 - IRON PIPE
  - IP63 - IRON PIPE
  - IP64 - IRON PIPE
  - IP65 - IRON PIPE
  - IP66 - IRON PIPE
  - IP67 - IRON PIPE
  - IP68 - IRON PIPE
  - IP69 - IRON PIPE
  - IP70 - IRON PIPE
  - IP71 - IRON PIPE
  - IP72 - IRON PIPE
  - IP73 - IRON PIPE
  - IP74 - IRON PIPE
  - IP75 - IRON PIPE
  - IP76 - IRON PIPE
  - IP77 - IRON PIPE
  - IP78 - IRON PIPE
  - IP79 - IRON PIPE
  - IP80 - IRON PIPE
  - IP81 - IRON PIPE
  - IP82 - IRON PIPE
  - IP83 - IRON PIPE
  - IP84 - IRON PIPE
  - IP85 - IRON PIPE
  - IP86 - IRON PIPE
  - IP87 - IRON PIPE
  - IP88 - IRON PIPE
  - IP89 - IRON PIPE
  - IP90 - IRON PIPE
  - IP91 - IRON PIPE
  - IP92 - IRON PIPE
  - IP93 - IRON PIPE
  - IP94 - IRON PIPE
  - IP95 - IRON PIPE
  - IP96 - IRON PIPE
  - IP97 - IRON PIPE
  - IP98 - IRON PIPE
  - IP99 - IRON PIPE
  - IP100 - IRON PIPE

DRAWN BY: [Signature] CHECKED BY: [Signature]  
 P.L.S. 1/27/95

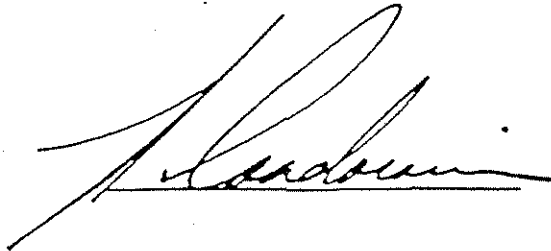
AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF Hillsborough

On this day before me, the undersigned Notary Public authorized in the state and county named above to administer oaths and take acknowledgments, personally appeared Nick Condourousis ("Affiant"), who, being by me first duly sworn, says under penalties of perjury and upon oath as follows:

1. Affiant is the Sr. Vice President of Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp. ("FDC").
2. FDC is the developer of Laurel Lake Condominium, a condominium to be developed at Walden Lake in Plant City, Hillsborough County, Florida.
3. FDC is the fee simple owner of the real property upon which Laurel Lake Condominium shall be developed.

FURTHER AFFIANT SAYETH NOT.



SWORN TO AND SUBSCRIBED BEFORE ME this 17th day of January, 1995, by Nick Condourousis, who either  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Patricia A. Worthington  
(Signature)

Name: Patricia A. Worthington  
(Legibly Printed)

Notary Public, State of Florida

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

