

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

**Section 16. Amendments and Modifications by Declarant.** Notwithstanding any provisions of these restrictions to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced of public record), for so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth herein. All amendment, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant.

#### ARTICLE IX - ARCHITECTURAL CONTROL

**Section 1. Generally.** Prior to the commencement of the work described therein, all building plans and specifications, including plot plan, grading plan and material lists, for the original construction, alteration or addition of structures, or for the erection of hedges and all plans for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by the Declarant, its successors or designated assigns. Declarant shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to the Declarant by certified or registered mail, return receipt requested, at 1602 West Timberlane Drive, Plant City, Florida 33567, or such other address as the Declarant may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by the Declarant shall be deemed approved. The rights granted to Declarant under this Section shall terminate on August 31, 1999, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida.

**Section 2. Modifications.** No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their Dwelling, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow of the Properties or modify any landscaping on the Properties without the written consent of the Declarant, for the period set forth in Section 1 of this Article and thereafter from the Board of Directors of the Association or any Architectural Control Committee designated by the Board of Directors. The Declarant, and subsequently the Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Declarant or Board of Directors of the Association, as applicable.

**ARTICLE X - OTHER PROVISIONS**

**Section 1. HUD, FHA or VA Approval.** As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association; and
- (e) Amendment of this Declaration.
- (f) Annexation of additional properties.

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 2. Enforcement.** The Association, the Declarant and any Owner, shall each 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 this Declaration. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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

**Section 4. Master Association.** In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration as defined in Article 1. All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

**Section 5. FNMA Requirements.** Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof

and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 6. Notice.** Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

**Section 7. Assignments.** Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

**Section 8. Withdrawal.** Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

**Section 9. Warranties.** Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, 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 acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

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 16 day of September, 1992.

Signed, sealed and delivered in the presence of:

Ana M. Fitchett  
Printed name: Ana M. Fitchett

Carol B. Boschen  
Printed name: Carol B. Boschen

WALDEN LAKE, INC.,  
a Delaware corporation

By: Frank R. Kurchinski  
Printed name: Frank R. Kurchinski  
Its Sr. Vice President

Attest: [Signature]  
Its Asst. Secretary  
(CORPORATE SEAL)

SUN CITY CENTER CORPORATION,  
a Delaware corporation

Ana M. Fitchett  
Printed name: Ana M. Fitchett

Carol B. Boschen  
Printed name: Carol B. Boschen

By: Jerry L. Starkey  
Printed name: Jerry L. Starkey  
Its Sr. Vice President

Attest: Patricia A. Kelsey  
Its Asst. Secretary  
(CORPORATE SEAL)

Post Office Box 2270  
Plant City, FL 34289-2270

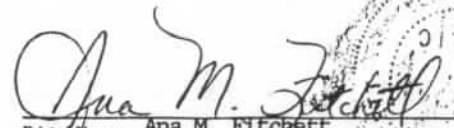
STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of Sept., 1992, by Frank Kurchinskias Sr. VicPresident, and Kim Frosell as Asst. Secretary, respectively, of WALDEN LAKE, INC., a Delaware corporation, on behalf of the corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did/did not take an oath.

Ana M. Fitchett  
Printed Name: Ana M. Fitchett  
Notary Public, Commission Number AA 628801  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 8 1992

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of September, 1992, by Jerry L. Starkey as Sr. Vice president, and Patricia A. Kelsey as Ass't. Secretary, respectively, of SUN CITY CENTER CORPORATION, a Delaware corporation, on behalf of the corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did/did not take an oath.

  
Printed Name: Ana M. Fitchett  
Notary Public, Commission Number AA 628801  
My Commission Expires:  
  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 6, 1992

WAL10-37-A.CCR

SILVER LAKE

Walden Lake Unit 33-4  
(Overall Boundary)

OFF. REC. 6735 PG 1707

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 Southwest corner of the Southeast 1/4 of said Section 12; thence on the West boundary thereof, N 00°23'51" E, a distance of 51.47 feet; thence departing said West boundary, S 89°18'32" E, a distance of 55.36 feet, to the POINT OF BEGINNING, said point being on the North maintained right-of-way boundary of Trapnell Road; thence N 00°59'52" E, a distance of 140.23 feet; to the beginning of a curve, concave Northerly, having a radius of 50.00 feet and a central angle of 180°00'00", thence Southerly along the arc of said curve to the right, a distance of 157.08 feet, said arc subtended by a chord which bears N 89°00'08" W, a distance of 100.00 feet to the curve's end; thence N 00°59'52" E, a distance of 713.25 feet; to the beginning of a curve, concave Easterly, having a radius of 800.00 feet and a central angle of 28°40'46", thence Northerly along the arc of said curve to the right, a distance of 400.44 feet, said arc subtended by a chord which bears N 15°20'15" E, a distance of 396.27 feet to the point of intersection with a non-tangent line, said point being on the Southerly right-of-way boundary of West Timberlane Drive as recorded in O.R. Book 6428, Page 1854, of the public records of Hillsborough County, Florida; thence on said Southerly right-of-way boundary, S 60°19'22" E, a distance of 100.00 feet to the Southeast corner of said West Timberlane Drive and a point of intersection with a non-tangent curve, concave Southeasterly, having a radius of 700.00 feet and a central angle of 21°44'00", thence on the Easterly right-of-way boundary of said West Timberlane Drive, Northeasterly along the arc of said curve to the right, from which the local tangent at the beginning point bears N 29°40'38" E, a distance of 265.52 feet, said arc subtended by a chord which bears N 40°32'38" E, a distance of 263.93 feet to the curve's end; thence N 51°24'38" E, a distance of 500.13 feet; thence departing said Easterly right-of-way boundary, S 17°07'26" E, a distance of 456.03 feet to a point on the South boundary of the North 1/2 of the Southeast 1/4 of said Section 12 which is 486.50 feet West of the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 12; thence S 00°26'42" W, parallel with said East boundary of said Southwest 1/4 of the Southeast 1/4 of said Section 12, a distance of 1274.05 feet to the aforesaid North maintained right-of-way boundary of Trapnell Road; thence on said North maintained right-of-way boundary, N 89°18'32" W, a distance of 793.50 feet, to the POINT OF BEGINNING; Containing 28.4964 acres of land, more or less.

which has been platted as WALDEN LAKE UNIT 33-4, according to the plat recorded in Plat Book 71, Page 49, of the Public Records of Hillsborough County, Florida.

EXHIBIT "A"

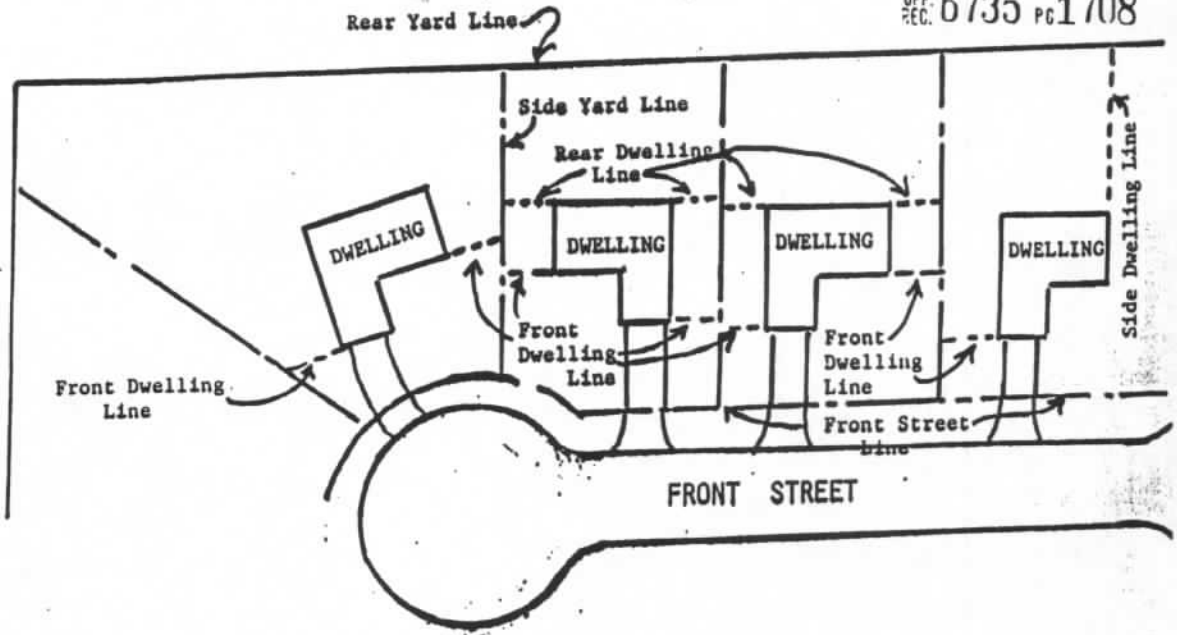
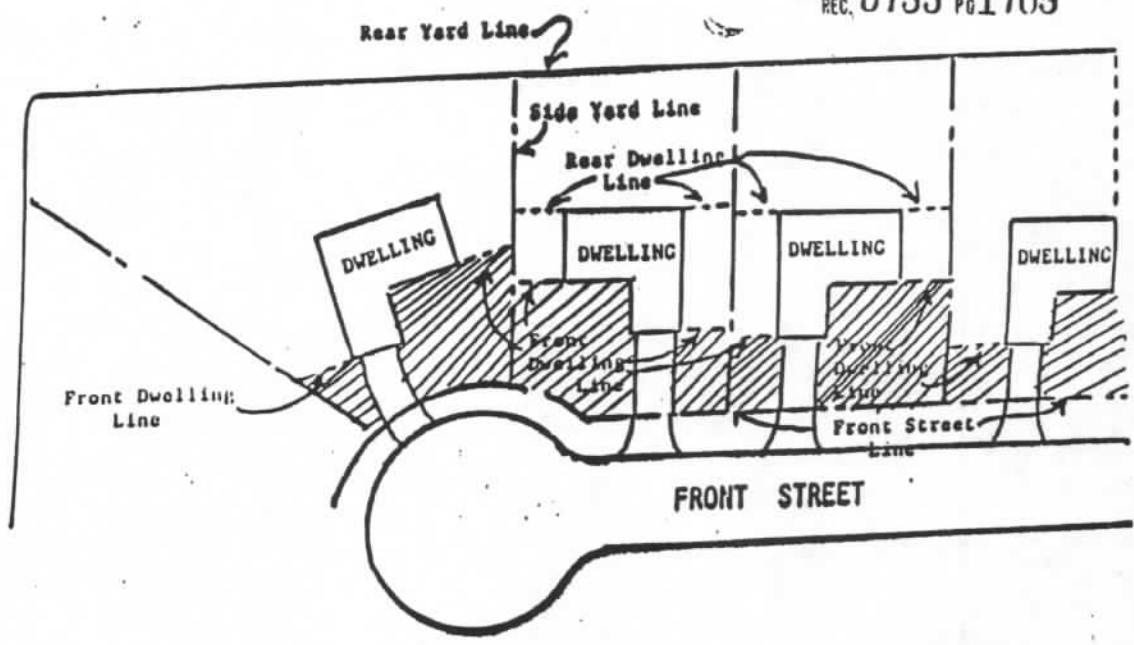


EXHIBIT "B"



Areas where fences are prohibited-



EXHIBIT "C"



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... DAY OF .....

*September 19 92*

RICHARD AKE, CLERK  
 BY *Leticia A. Dawson DC*



J

This Instrument prepared by and return to:

Julius J. Zschau

BAYNARD, HARRELL, MASCARA, OSTOW & ULRICH, P.A.

28050 U.S. Highway 19 North, Suite 501

Clearwater, FL 34621

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF SILVER LAKE

WHEREAS, WALDEN LAKE, INC., a Delaware corporation, and SUN CITY CENTER CORPORATION, a Delaware corporation, as Declarant, recorded a Declaration of Covenants, Conditions and Restrictions of Silver Lake in Official Records Book 6735, at page 1686, of the Public Records of Hillsborough County, Florida (hereinafter, together with any recorded amendments thereto, referred to as the "Declaration"); and

WHEREAS, the Declarant reserved the right to amend the Declaration pursuant to Article VII,4 thereof, and;

WHEREAS, the Declarant wishes to amend the Declaration as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Walden Lake, Inc., a Delaware corporation, is hereby named as the Declarant, and all reference to Declarant in the Declaration shall mean and refer solely to Walden Lake, Inc., a Delaware corporation.

2. Section 8 of Article I of the Declaration is hereby amended to read as follows:

"Section 8. "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, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by Declarant hereunder with regard thereto."

3. Article VIII, Section 4, is hereby amended by the addition of the following as paragraph (h) thereof:

"(h) If ingress or egress to any Lot is through the Common Area, or any part thereof, any conveyance or encumbrance of such Common Area shall be subject to such Lot Owner's easement for ingress or egress over and across such Common Area."

4. Section 7 of Article III is hereby amended to read as follows:

"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. The Common Area shall not be mortgaged or conveyed

without the prior approval of two-thirds (2/3) of the Class A Members."

5. Article V is hereby amended by the addition of the following as Section 7 thereof:

"Section 7. Enforcement. The Association, or 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. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a wavier of the right to do so thereafter."

6. Except as herein set forth, all the terms and provisions of the Declaration are ratified, confirmed and approved, and shall remain in full force and effect.

7. This Amendment shall be effective immediately upon being recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its duly authorized officers this 11<sup>th</sup> day of November, 1992.

Signed, sealed and delivered in the presence of:

WALDEN LAKE, INC., a Delaware corporation

*[Signature]*  
Printed name: Robert Crossman

By: *[Signature]*  
Printed name: Frank Tarabinski  
Its President

*[Signature]*  
Printed name: DONNA MILLER

Attest: *[Signature]*  
Printed name: Gary Nelson  
Its Vice President

(CORPORATE SEAL)



SUN CITY CENTER CORPORATION,  
a Delaware corporation

Robert Crenshaw  
Printed name: Robert Crenshaw

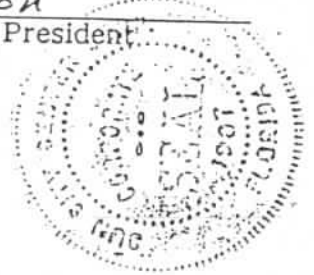
By: [Signature]  
Printed name: Frank Kurchinski  
Its Sr. Vice President

[Signature]  
Printed name: DONNA MILLER

Attest: [Signature]  
Printed name: Gary Nelson  
Its Vice President

(CORPORATE SEAL)

Post Office Box 2270  
Plant City, FL 34289-2270



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

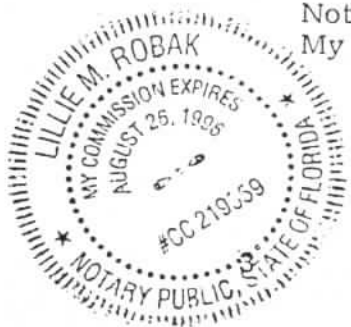
The foregoing instrument was acknowledged before me this 11th day of Nov., 1992, by FRANK KURCHINSKI as Sr. VICE President, and GARY NELSON as VICE PRES. Secretary, respectively, of WALDEN LAKE, INC., a Delaware corporation, on behalf of the corporation, who are personally known to me ~~or who have produced~~ as identification and who did ~~did not~~ take an oath.



[Signature]  
Printed Name: LILLIE M. ROBAK  
Notary Public, Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of Nov., 1992, by FRANK KURCHINSKI as Sr. VICE President, and GARY NELSON as V. PRES Secretary, respectively, of SUN CITY CENTER CORPORATION, a Delaware corporation, on behalf of the corporation, who are personally known to me ~~or who have produced~~ as identification and who did ~~did not~~ take an oath.



[Signature]  
Printed Name: LILLIE M. ROBAK  
Notary Public, Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and return to:  
Julius J. Zschau, Esq.  
Johnson, Blakely, Pope, Bokor,  
Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 34616  
(813) 461-1818

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF SILVER LAKE**

THIS SECOND AMENDMENT (the "Amendment") is made this 9<sup>th</sup> day of June, 1995, by FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation qualified to do business in the State of Florida (the "Declarant"), whose mailing address is P. O. Box 2270, Plant City, FL 34289-2270.

WITNESSETH:

WHEREAS, WALDEN LAKE, INC., a Florida corporation ("Walden Lake") heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Silver Lake, as recorded in Official Records Book 6735, page 1686, of the Public Records of Hillsborough County, Florida (hereinafter, together with all amendments thereto, called the "Declaration"); and

WHEREAS, FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, is successor by merger to Walden Lake and has been assigned by Walden Lake all of the rights of Declarant under the Declaration; and

WHEREAS, pursuant to Article VII, Section 5, of the Declaration, the Declarant has the right to amend the Declaration without the approval or joinder of any other party for a period of five (5) years from the date of recording the Declaration; and

WHEREAS, at a meeting of the members of the Association duly called for that purpose, and at which there was a quorum present, a majority of the members of the Association present voted to request that the Declaration be amended to prohibit the erection or construction of fences or walls on Lots abutting a lake; and

WHEREAS, in accordance with the request expressed by a majority of the members of the Association present at such meeting, the Declarant has agreed to amend the Declaration as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

(As used herein the following shall apply: words in the text which are lined through with hyphens (—) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.)

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Article VIII, Section 8 of the Declaration is hereby amended to add the following:

Notwithstanding anything to the contrary hereinabove set forth, no fences or walls of any nature may be constructed or erected on any portion of any Lot which abuts a lake. Any such fence or wall so constructed or erected by the Declarant shall be brought into compliance with the regulation as set forth herein upon the conveyance, sale or transfer of title of the subject Lot to someone other than the person or persons to whom the Declarant conveyed title.

3. 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.

4. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned Declarant 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:

Pat R. Roberson  
Printed Name: Pat R. Roberson

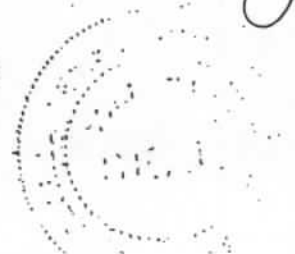
Catherine Wray  
Printed Name: Catherine Wray

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation

By: Gary Nelson  
Gary Nelson  
Its Vice President

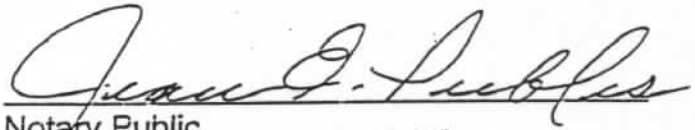
Attest: Patricia A. Jersey  
Printed Name: PATRICIA A. JERSEY  
Its Secretary

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was executed before me this 9<sup>th</sup> day of June, 1995, by Gary Nelson and Patricia A. Kelsey, as Vice President and Secretary, respectively of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, who are personally known to me or have produced personally known as identification.



Notary Public  
Print Name: Jean E. Peebles

Commission No.: CC382245  
My commission expires: June 13, 1998

69270



JEAN E. PEEBLES  
Notary Public, State of Florida  
My Comm. Exp. June 13, 1998  
Comm. No. CC 382245

Silver Lake HOA Inc ✓  
3440 Silver Meadow Way  
Plant City FL 33567

INSTR # 2002141965  
OR BK 11597 PG 0069

RECORDED 04/29/2002 01:56 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Meany

*For use by Clerk's Office only*

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SILVER LAKE**

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

**RECITALS:**

- A. The Declaration of Covenants, Conditions and Restrictions of Silver Lake was recorded in Official Records Book 6735, Page 1686, public records of Hillsborough County, Florida, as may have been amended from time to time (the "Declaration").
- B. Article VII, Section 4 of the Declaration states that the Declaration may be amended by the voting members in accordance with the provisions therein.
- C. The following amendment to the Declaration was adopted by the requisite percentage of voting members at a meeting of the Association members duly called and noticed in accordance with the Declaration and the Association Bylaws on April 00, 2002.

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

1. Article VIII, Section 12 is deleted in its entirety and a new Article VIII, Section 12 is created as follows:

Section 12

Antennas and Satellite Dishes

The following types of exterior transmitting and receiving antennas shall not be allowed within the Properties, unless installed so as to be completely concealed from the public view, such as in attics or garages:

- (a) AM/FM radio;
- (b) Amateur ("ham") radio;
- (c) Citizen's Band ("CB") radio;
- (d) Digital Audio Radio Services ("DARS");
- (e) Television receiving antennas specifically designed for signals originating

from distant television broadcast stations as distinguished from television broadcast stations located within the local Tampa Bay area market;

(f) "Dish" antennas that are greater than one meter (39.37") in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;

(g) Antennas that are greater than one meter (39.37") in diameter or diagonal measurement and are designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and

(h) Antennas designed for any other purpose not covered by Federal Communications Commissions regulations limiting the right of homeowner associations to prohibit, restrict or regulate the placement of such antennas.

(i) Wherever possible consistent with placement requirements dictated by considerations of signal quality and comparative cost of installation, antennas of the types described in subsections (f) and (g) above and of a size one meter (39.37") or less in diameter or diagonal measurement shall be installed in locations concealed to the greatest extent possible from public view.

2. Article VIII, Section 14 is deleted in its entirety and a new Article VIII, Section 14 is created as follows:

Section 14. Care and Appearance of Dwellings: Lien Rights

All Owners of Lots with completed houses thereon shall, at a minimum, keep and maintain the grass and landscaping thereon in a neat and attractive manner. Each dwelling shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, and screened areas, by and at the expense of the Owner of the Lot upon which the dwelling is situated. Upon the Owner's failure to so maintain such owner's dwelling or Lot, the Board may, at its option, after providing the Owner with thirty (30) day's written notice sent to such Owner's last known address, make repairs and improve the appearance of the dwelling in a reasonable and workmanlike manner, with funds provided by the Association, provided that prior approval for such activities is authorized by at least a two-thirds (2/3) vote of the Board. The Owner of such dwelling or Lot shall be required to reimburse the Association for any work or activities taken in connection with the dwelling or Lot as provided above, and to secure reimbursement of such funds, the Association shall have a lien upon the subject Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the public records of the County a notice of its claim of lien by virtue of this provision. Said notice shall state the cost of such work or maintenance activities and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until such notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this Section and in connection with such Lot, and this provision also shall be binding upon the Owner at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work or maintenance activities, and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage under Florida law. The amount due and secured by said lien shall bear interest at the highest rate of interest permitted under Florida law not constituting usury, from the date of recording of said claim of lien, and in any action to enforce such payment, the Association shall be entitled to recover



attorneys' fees and costs. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company; provided, however, that any such mortgagee, when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or any of the same, shall hold title subject to the obligations and the lien herein provided.

3. Article X, Section 2 is amended as follows:

Section 2

Enforcement

The Association, the Declarant and any Owner shall each have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of the Declaration or as may be expressly authorized by deed restrictions as described in this Declaration. Failure of the Association, Declarant, or any Owner to enforce any covenant, rule, regulation 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, rules or regulations he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce the Declaration or such deed restrictions, rules or regulations and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself. In addition to the foregoing, the Association shall have the right and authority, without the duty, to impose fines for violations to the Declaration, subject to procedural requirements and maximum fines established by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, The Association hereby certifies and affirms that the amendments contained herein have been approved in accordance with Chapters 617 and 720, Florida Statutes, and also in accordance with the Declaration and the Association's Bylaws, and the Association has caused this Certificate of Amendment to be executed by its authorized officers and has caused its corporate seal to be affixed hereto this 29 day of April, 2002.

WITNESSES:

HOMEOWNERS ASSOCIATION OF SILVER LAKE, INC., a Florida not-for-profit corporation

By: Eileen M. O'Leary  
Name: EILEEN M O'LEARY  
Title: PRESIDENT

Cynthia C. McDowell  
Print Name: Cynthia C. McDowell

Judith A. Bolay  
Print Name: JUDITH A BOLAY

Attest: Cynthia C. McDowell  
Name: Cynthia C. McDowell  
Title: SECRETARY

(Corporate Seal)

Eileen M. O'Leary  
Print Name: EILEEN M O'LEARY

Judith A. Bolay  
Print Name: JUDITH A. BOLAY

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of APRIL, 2002, by EILEEN O'LEARY and CYNTHIA C. McDOWALL, respectively of HOMEOWNERS ASSOCIATION OF SILVER LAKE, INC., a Florida not-for-profit corporation. They are personally known to me or have produced N/A as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Thomas N. Daramus  
(Signature)

Name: THOMAS N. DARAMUS  
(Legibly Printed)

Notary Public, State of Florida

THOMAS N. DARAMUS  
Notary Public, State of Florida  
My comm. exp. Feb. 6, 2004  
Comm. No. CC907810

(Commission Number, if any)

*For use by Clerk's Office only*

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF SILVER LAKE**

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

**RECITALS:**

A. The Declaration of Covenants, Conditions and Restrictions of Silver Lake was recorded in Official Records Book 6735, Page 1686, public records of Hillsborough County, Florida, as may have been amended from time to time (the "**Declaration**").

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

C. The following amendment to the Declaration was adopted by the requisite percentage of voting members at a meeting of the Association members duly called and noticed in accordance with the Declaration and the Association Bylaws on April 17, 2007.

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

Article VIII, Section 8 is amended to read;

Section 8. Fences, Walls, and Hedges. Except as to fences, walls, or hedges originally constructed or planted by Declarant, if any, no fences or walls, ~~or hedges~~ of any nature may be erected, constructed, or maintained upon any Lot abutting Trapnell Road or Timberlane Drive or within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fence, wall, or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in this Declaration. No fence, wall, or hedge shall be erected or permitted on a Lot without the prior written consent of the Association. As to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of such materials as may be approved by the Architectural Control Committee and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

**Remainder of page intentionally left blank**

IN WITNESS WHEREOF. The Association hereby certifies and affirms that the amendments contained herein have been approved in accordance with Chapters 617 and 720, Florida Statutes, and also in accordance with the Declaration and the Association's Bylaws, and the Association has caused this Certificate of Amendment to be executed by its authorized officers and has caused its corporate seal to be affixed hereto this 1st day of MAY, 2007.

WITNESSES:

HOMEOWNERS ASSOCIATION OF SILVER LAKE, INC., a Florida not-for-profit corporation

By: Mary Jane Wagoner  
Name: MARY JANE WAGONER  
Title: PRESIDENT

Marya Castellanos  
Print Name: MARYA CASTELLANOS

Marlene J. Merrin  
Print Name: MARLENE J. MERRIN

Attest: Marya Castellanos  
Name: MARYA CASTELLANOS  
Title: SECRETARY

Mary Jane Wagoner  
Print Name: MARY JANE WAGONER (Corporate Seal)

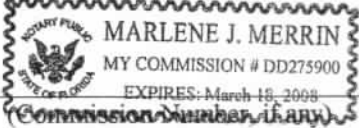
Marlene J. Merrin  
Print Name: MARLENE J. MERRIN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

7 The foregoing instrument was acknowledged before me this 1st day of MAY, 2007, by MARY JANE WAGONER, Pres and Marya Castellanos, Sec., respectively of HOMEOWNERS ASSOCIATION OF SILVER LAKE, INC., a Florida not-for-profit corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

My Commission Expires:  
(AFFIX NOTARY SEAL)

Marlene J. Merrin  
(Signature)  
Name: MARLENE J. MERRIN  
(Legibly Printed)

Notary Public, State of Florida  
  
MARLENE J. MERRIN  
MY COMMISSION # DD275900  
EXPIRES: March 18, 2008  
(Commission Number if any)

THIS IS NOT A  
CERTIFIED COPY

Prepared by and return to:

Steven H. Mezer, Esq.  
Book Room, P.O.  
Post Office Box 3913  
Tampa, FL 33601-3913  
(813) 204-6492

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF SILVER LAKE**

We, Gary Sears, as President, and Laurie Hofts, as Secretary, of the Homeowners Association of Silver Lake, Inc. do hereby certify pursuant to Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Silver Lake (the "Declaration") that the following amendment to Article VIII, Section 8 of the Declaration of Covenants, Conditions and Restrictions of Silver Lake, as originally recorded in O.R. Book 6735, Pg. 1686 and as amended in O.R. Book 7801, Pg. 372 and O.R. Book 17735, Pg. 665 all of the Public Records of Hillsborough County, was approved by two-thirds (2/3) of the Voting Members of each class of membership, at meeting called on April 12, 2010 in accordance with the Bylaws of Homeowners Association of Silver Lake, Inc.

**Article VIII, Section 8 of the Declaration is amended to read as follows:**

Section 8. Fences, Walls, and Hedges. Except as to fences, walls, or hedges originally constructed or planted by Declarant, if any, no fences or walls, of any nature may be erected, constructed, or maintained upon any Lot abutting ~~Trappell Road or~~ Imbertane Drive or within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fence, wall, or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in this Declaration. No fence, wall, or hedge shall be erected or permitted on a Lot without the prior written consent of the Association. As to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or ~~height, may shall~~ shall be constructed or maintained to a height not to exceed six (6) feet. All fences abutting Trappell Road shall be located as close to the property line of a Lot as possible, shall have an access gate and shall be six (6) feet in height. Such fences shall only be of such materials and styles as may be approved by the Architectural Control Committee and must be kept in good condition and repair, natural wood and of a style identical to existing adjacent fences. Fences shall not be painted. An Owner is responsible for the maintenance, repair and replacement of any fence on his or her Lot. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

**CODING:** Deleted language is marked with a ~~strike through line~~, and new language is marked by a underline.

Signed, sealed and delivered in

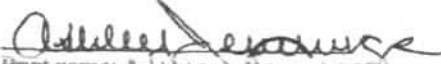
HOMEOWNERS ASSOCIATION

# THIS IS NOT A CERTIFIED COPY

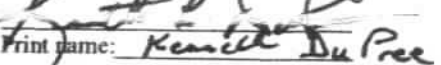
Certificate of Amendment to the  
Declaration of Covenants, Conditions  
and Restrictions of Silver Lake  
Page 2 of 2

the presence of:

OF SILVER LAKE, INC.


  
Print name: Ashley Jennings

By: Gary D Sears  
Gary Sears, President

  
Print name: Kenneth DuPree

ATTEST:



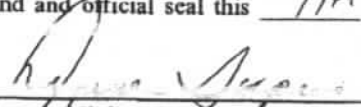
By:   
Laurie Hofts, Secretary

*Michael V. LaMonte 5/12/10*

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of May, 2010, by Gary Sears, President and Laurie Hofts, Secretary, of the Homeowners Association of Silver Lake, Inc. who are personally know to me or who have produced 4th Grade License as identification, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Silver Lake, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 11<sup>th</sup> day of May, 2010.

  
Notary Public/State of Florida at Large



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