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WALDEN LAKE COMMUNITY ASSOCIATION, INC.

WEDGEWOOD NEIGHBORHOOD

DEED RESTRICTED DOCUMENTS

THIS IS NOT A CERTIFIED COPY RESTRICTIONS

WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC.

WALDEN LAKE UNIT 14

KNOW ALL MEN BY THESE PRESENTS: That Wedgewood Property Owners Association, Inc. located in the State of Florida (called Walden Lake), being the owners in fee simple of all of the plat of Walden Lake Unit 14, according to the map or plat thereof recorded in Plat Book 54, Page 20 of the Public Records of Hillsborough County, Florida, and desiring to impose the covenants and restrictions hereinafter set forth to enable and aid Walden Lake in the establishment and maintenance of an exclusive residential area of high quality for the maximum benefit and enjoyment of the residents thereof;

NOW, THEREFORE, the Wedgewood Property Owners Association, Inc. herewith files and following covenants and restrictions and conditions of use and occupancy running with the land described in said subdivision as follows:

1. Plot:

The word "plot", wherever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it on lot, more than one lot, or parts of more than one lot.

2. Residential Use:

All plots in said subdivision shall be used for residential purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any plot other than one single-family dwelling not to exceed two stories in height and a private garage which must be attached to the dwelling.

3. Minimum Floor Space:

Each dwelling shall contain not less than two thousand (2,000) square feet of ground floor area, exclusive of open screened breeze-ways, porches, terraces, and attached garages, except two story dwellings shall contain not less than fifteen hundred (1,500) square feet of ground floor area.

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4. Garages and Parking:

All dwellings must have an enclosed double car garage. No carports are to be erected. No garage shall be erected on any lot or plot prior to the construction of a dwelling thereon. No boats, trailers of all kinds, campers, motor coaches, motor homes, mobile homes or other such recreational equipment shall be parked or kept on any residential plot or on any street, in excess of three days. Boats and /or trailers shall be parked inside garages and concealed from public view.

5. Subdivision of Lots:

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

6. Building Setbacks:

No building or any part thereof, including swimming pools, garages and porches, shall be erected on any lot nearer than twenty-five (25) feet to the front plot line, or nearer than ten (ten) feet from either side plot line, or nearer than twenty (20) feet from the rear plot line, (provided, however, that in the case of corner plots and plots adjoining parks the setback from the side plot line shall be not less than twenty (20) feet). Where more than one lot is used as a single building site, the side plot lines shall refer only to the side plot lines bordering the adjoining property owners. Coves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a plot to encroach upon another plot.

7. Nuisances, Trees, and Burning:

No noxious or offensive activity shall be carried on upon any lot or plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no open burning of any rubbish or debris. . No tree shall be removed without the written approval of Wedgewood Property Owners Association, Inc.

8. Antennas, Clothes Poles & lines, Containers, Tanks, Etc.:

No radio antenna or television antenna shall be installed; no clothes poles or lines of any kind shall be located on any structure, or on any other location on a plot, where the same

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may be seen from the street, golf course or adjacent nearby lots. Small satellite receivers for satellite TV must be installed without direct view from the street. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, pumps, condensers, and similar structures and installations shall be suitably screened so as not to be visible from the street, golf course or from adjacent or nearby plots.

9. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown, or as may hereafter be shown, on a recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction of the flow of water through drainage swales in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the plot except for those improvements for which a public authority or the utility company is responsible.

10. Temporary Structures:

No structures of a temporary character, nor any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any plot at any time as a residence.

11. Fences:

(a) No front yard fencing will be allowed unless approved in writing by the Wedgewood Property Owners Association, Inc. Architectural Control Committee. All fences must be approved by that entity in writing. .

(b) Any fences facing Clubhouse Drive build on Lots 1, 19, 20 or 26 of Unit 14 must be done using the fence design available at Walden Lake Master Association using the same materials as specified by the design.

12. Signs:

No sign of any kind shall be displayed to the public view on any plot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the owner or a realtor to advertise the property for sale.

13. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels,

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mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas may be erected, maintained or permitted upon any plot.

14. Sight Distance at Intersections:

No fence, wall, hedge or shrub plantings which obstruct sight lines at intersections shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree should be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Electrical Installations:

All services lateral entrance installations, or that portion thereof served by the underground electrical distribution system, shall be installed underground and maintained in accordance with specifications of Tampa Electric Company for such installations.

16. Animals:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or plot, except that dogs and cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

17. Damaged Structures:

The erection of a new dwelling or structure, or repair of any dwelling or structure damaged by fire or otherwise on any lot or plot shall be completed without unreasonable delay. Should the owner leave such dwelling or structure in an incomplete condition for a period of more than (6) months, the Wedgewood Property Owners Association, Inc. is authorized and empowered at its discretion either to tear down and clear from the premises said dwelling or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of the Wedgewood Property Owners Association, Inc., in either event the expense so incurred by the Wedgewood Property Owners Association, Inc. shall be a lien against the plot, collectable and enforceable in the same manner as provided for in Paragraphs 23 and 25 hereof.

18. Minimum Landscape Requirement:

The owner of each plot shall landscape the plot within ninety (90) days after constructing a dwelling there on. The landscape plan shall be submitted to and approved by the

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architectural committee as provided in Paragraph 21. The value of the landscaping on each plot including native trees shall be least 5% of the value of the dwelling constructed on it.

All plots must have automatic sprinkler systems and full sod (St. Augustine Bitter Blue). . Written approval must be received from the Wedgewood Homeowner's Association, Inc. for the removal of any trees with caliper of 6" or more. If removal should take place, replacement of trees may be required at the discretion of the Wedgewood Property Owners Association, Inc. by the plot owner. All plots are required to plant no less than three (3) hardwood trees with a minimum caliper of 3" and height no less than 8'. At least two (2) of these trees must be in the front yard. Existing trees shall meet this requirement.

If a plot owner fails to comply with this requirement within thirty (30) days after the Wedgewood Property Owners Association, Inc. mails a registered notice to the owner that the owner has failed to comply with the landscaping requirement, the Wedgewood Property Owners Association, Inc. may enter on the plot for the purpose of landscaping it. The expense of landscaping, not to exceed 5% of the value of the dwelling as determined by the Wedgewood Property Owners Association, Inc. , shall become a lien upon the plot collectable and enforceable in the same manner as the charges or liens as provided in Paragraphs 23 and 25 hereof.

19. Maintenance:

Each lot shall be maintained clean and free from refuse, debris and unsightly growth, and any fire hazard. Each owner of each house in said subdivision shall maintain and paint the exterior of said house as often as is necessary to keep same in a condition consistent with the neighborhood standards. Roofs must be kept clean from leaves, tree limbs, and other debris. Each lot should be regularly mowed, edging along driveways, and replacement of dead or dying sod and weeds controlled as not to detract from the neat appearance of the property. The Architectural Control Committee may determine whether or not such visible portions are in keeping with these guidelines.

In the event any plot owner shall fail, neglect or omit to trim or maintain any hedge at the street line, or fail to keep clean and maintain any lot in the manner hereinabove specified for more than the ten (10) days after having been given written notification to do so by the Wedgewood Property Owners Association, Inc. via registered or certified mail to such owner at his last known address, the Wedgewood Property Owners Association, Inc. may enter upon such plot for the purpose of remedying said defects and failures stated in said written notice, and the

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expense of so remedying said defects shall become a lien upon such plot, collectable and enforceable in the same manner as other charges or liens provided in Paragraphs 23 and 25 hereof.

20. Membership, Voting Rights, and Assessments:

Section 1. Every owner of a Lot or Plot shall be a member of the Wedgewood Property Owners Association, Inc. for Walden Lake Unit 14. Membership shall be appurtenant to and may not be separated from ownership of any lot or plot which is subject to assessment.

Section 2. The Association has one class of voting membership: Voting members shall be all lot Owners.

The Wedgewood Homeowners' Association, Inc. shall be a member of the Master Association, along with each other Property Owners' Associations in the Walden Lake Development.

There will be no less than thirty-three (33) such Property Owners' Associations when all areas in the Walden Lake Development have been platted. The purpose of the Master Association shall be to maintain a recreational area which shall include and surround the lake known as Lake Walden, and recreational areas.

21. Creation of the Lien and Personal Obligation of Assessments.

Section 1. The Wedgewood Property Owners Association, Inc. for each lot owned within the Properties, hereby covenants, and each Owner of any plot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Wedgewood Property Owners Association, Inc.: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner(s) successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Walden Lake Master Association shall be used exclusively to promote the recreation, health, safety, and

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welfare of the residents in the Subdivision and of the improvement and maintenance of any Common Area owned by the Master Association.

Provided, however, annual assessments levied by the Master Association shall be levied upon the individual Property Owners' Association (i.e. Wedgewood Property Owners Association, Inc. members) and shall be paid out of annual assessments levied by the individual Property Owners' Association as set forth in the following sections. The Master Association shall have no authority to assess the individual Property Owners' Association amounts which the individual Property Owners' Associations can levy unless any additional assessments, whether annual or special, shall have the assent to two-thirds (2/3) of the voting class of the members of the Master Association who will vote in the person or by proxy at a meeting duly called for this purpose.

Section 3. Maximum Annual Assessment. The Master Association has the discretion to determine and levy the annual dues for the community.

Section 4. Special Assessments for Capital Improvements. In Addition to the annual assessments authorized above, the Walden Lake Master Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

The Wedgewood Property Owners Association, Inc. has the discretion to levy a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Wedgewood Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) 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 56. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or plots except as the annual assessment of Walden Lake, and may be collected on a monthly basis.

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The Wedgewood Property Owners Association, Inc. assesses a biannual dues levy to support the social activities of the homeowners of Wedgewood.

22. Architectural Control:

The Wedgewood Property Owners Association, Inc. appoints the members and oversees the work of the Wedgewood Architectural Control Committee for the enforcement of Deed Restrictions.

All landscaping, dwellings, all outbuildings and all other improvements, including but not limited to walls, fences, garages, utility rooms, swimming pools, screen enclosures, and bathhouses, must be built to plans which have the written approval of the Wedgewood Homeowners' Association Architectural Control Committee prior to commencement of construction, and which meet all requirements contained in these restrictions.

The Wedgewood subdivision was planned to be traditional in architectural style which would include: Classic, Country, Spanish, French Provincial, Tudor or other traditional styles. This is intended to give a traditional Architectural harmony to the subdivision and not to limit innovative residential design.

The Wedgewood Property Owners Association Inc. may, at its discretion and solely on the basis of its aesthetic standards, withhold approval of the plan. The withholding of approval may take place with regards to location of a dwelling and outbuilding on a plot and setback distance requirements may be thereby increased in such instance so as to be, in the discretionary judgment of the Wedgewood Homeowners' Association Architectural Control Committee, more consistent with the setback distances of other plots. Any requirements elsewhere in these restrictions including any requirement for written approval by Walden Lake of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by Walden Lake. Further, all such plans shall be properly drawn and shall contain specific details of all features, such as cove, cornice, entrance frame and moldings, which affect the exterior appearance of said dwelling or out building and shall be submitted in two copies to Walden Lake at least fifteen (15) days prior to commencement of construction. The documents shall include a description of the exterior materials and colors to be used together with color samples. If no

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objection is made within fifteen (15) days after actual receipt of the documents by Walden Lake, construction may proceed and approval shall be deemed to have been given. Any deviation, however minor, from the plans which would affect the location or exterior appearance of a dwelling, or which would prevent the dwelling or outbuilding or improvement from meeting all requirements of these restrictions, shall negate any prior approval. These requirements apply equally to remodeling, as well as initial construction.

23. Collection of Liens for Expenses:

Any expense incurred pursuant to Paragraphs 17, 18, 19, 20, and 21 hereof remaining unpaid for thirty (30) days shall become and be a lien against the plot, the amount of the lien shall include interest from the date of such lien at 6%, together with all costs of recordation, collection and enforcement of said lien, including reasonable attorney's fees. Wedgewood Property Owner's Association, Inc. or the appropriate home-owners association may at any time after an assessment as described above has become a lien, may record in the Public Records of Hillsborough County, Florida, a notice of Lien which shall state the amount and description of said lien, name of the plot owner, and description of the property of said owner affected by said lien, said Notice to be signed by an officer of the Wedgewood Property Owners Association, Inc. The lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of real estate mortgages under Florida law and may be collected through an action for damages in a court of law.

24. Subordination of Lien:

Each lien established by these restrictions shall be subordinated to a bona fide mortgage which has been given in good faith and for value by any owner against whose property said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

25. Enforcement:

If the owner of any plot in a subdivision covered hereby, or his, her or its heirs, successors, assigns, shall violate any of the covenants of restrictions herein, Walden Lake or any person or persons owning any of the other plots in said subdivision may prosecute any proceedings a law or in equity against the person or persons or corporation violating or attempting to violate any such covenants or restrictions for the enforcement of these covenants.

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26. Assignment of Rights:

The rights of the Wedgewood Property Owners Association, Inc. for architectural control and other rights of approval set forth in these restrictions and covenants, including the right of enforcement and rights under Paragraphs 17, 18 and 19 hereof may, in whole or in part, at any time in the discretion of Walden Lake be assigned in writing by the latter to a successor(s) or to the Master Homeowners' Association. Upon assignment the assignee shall be vested with the privileges and responsibilities of the rights assigned.

27. Duration:

These restrictions may be modified or amended at any time or times by an instrument in writing executed by Wedgewood Property Owners Association, Inc. and two-thirds (2/3) of all of the owners of all of the lots in said subdivision, recorded in the Public Records of Hillsborough County, Florida.

The association shall have perpetual existence.

29. Severability:

Each of the covenants herein is independent of all other and invalidation of any one of these covenants and restrictions shall in no way affect any of the others.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed and sealed the day and year first above written.

Signed, sealed and delivered

In the presence of:

Wedgewood Homeowners

Association, Inc.

By: Raymond Page
President

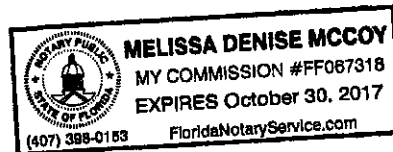
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of December, 2013, by, President, Wedgewood Homeowners Association, Inc. on behalf of the Corporation.

Provided FL Drivers License

Melissa J
Notary Public, State of Florida
At Large



My commission expires: 10/30/2017

RULES AND REGULATIONS

OR BY-LAWS OF

WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC.

P R E A M B L E

These Rules and Regulations are adopted pursuant to Chapter 617, F.S., and the Articles of Incorporation dated _____, 1984. These may be referred to as By-Laws of the corporation and when that term appears herein, the same shall be to implement and to enforce the objects and purposes of the corporation as expressed in Article II of the Articles of Incorporation.

ARTICLE I. MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the membership of this corporation shall be held at the Walden Lake Information Center, Plant City, Florida and/or any place designated by the President, one of the purposes of which shall be the election of the Board of Directors for the ensuing year, all of whom shall take office immediately following election.

Section 2. Special Meeting. Special meetings may be held at the call of the President or by written request of the Board of Directors.

Section 3. Notice. At least seven 7 days notice in writing of each meeting, whether annual, regular or special, shall be mailed to each member of the corporation at his usual place of business or residence or as shown on the tax rolls of the Property Tax Assessor of Hillsborough County, Florida.

Section 4. Order of Business. Order of business at annual meetings:

- A. Roll Call
- B. Reading of Notice
- C. Reading of Minutes
of Previous Meeting
- D. Report of President
- E. Report of Treasurer

- F. Report of Secretary
- G. Reports of Committees
- H. Election of Directors
- I. Transaction of other
Business
- J. Adjournment

Section 5. Quorum. ~~Five (5%)~~ ^{9 LOT OWNERS} percent of the members shall constitute a quorum for the transaction of business, but if at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time and place to place.

Section 6. Voting. Every member of the corporation in good standing, shall have the right and be entitled to one vote for each lot owned, in person or by proxy, or by telephone poll at the discretion of the Board of Directors, upon every proposal properly submitted to vote at any meeting of the corporation.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Number and Term of Directors. The business, property and affairs of this corporation shall be managed by a Board of Directors composed of three (3) or more persons who shall be members of this corporation. Each director shall hold office for the term for which he is elected and until his successor is elected and qualified.

Section 2. Classification of Directors. At the first annual meeting following the approval of these By-Laws, the members of the Board of Directors shall be elected for a one year term or until the next annual election.

Section 3. Qualifications. The Board of Directors shall each own a lot or be employed by an entity which owns a lot in Wedgewood Subdivision of Walden Lake, said subdivision being legally described as:

Walden Lake Unit 14, according to the map or plat thereof recorded in Plat Book 54, Page 20 of the Public Records of Hillsborough County, Florida.

Section 4. Duties of the Board. The Board of Directors shall transact all business of Wedgewood Property Owners Association, Inc. It shall determine the policies and in general assume responsibility for the guidance of the affairs of the corporation.

Section 5. Quorum. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

Section 6. Time of Meeting. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by three of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than three days before the meeting, unless each Director shall waive notice thereof before, at, or after the meeting.

Section 7. Vacancies. Vacancies in the Board of Directors shall be filled by election by the remaining Directors. Each

person so elected to fill a vacancy shall remain a Director until his successor has been elected by a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called.

Section 8. Power to Elect Officers. The Board of Directors, at their annual meeting, shall elect a President, a Secretary and a Treasurer. The Board of Directors shall have the power to appoint such other officers and employees as the Board may deem necessary for the transaction of business of the corporation. The Board shall have the power to fill any vacancy in any office occurring for any reason whatsoever.

Section 9. Removal of Directors, Officers and/or Employees. Any Director, officer and/or employee may be removed by the Board of Directors whenever, in the judgment of the Board, the best interests of the corporation will be served thereby, by a majority vote of the Board of Directors. Failure to attend two consecutive meetings without a valid excuse shall constitute a cause for the removal of a Director.

Section 10. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or Director to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

Section 11. Power to Appoint Executive Committee. The Board of Directors shall have the power to appoint an Executive Committee composed of all officers and any additional Directors, who

shall have and exercise the authority of the Board of Directors in the management of the business of the corporation between meetings of the Board.

Section 12. Investments. All investments of funds of the corporation shall be first approved by the Board of Directors.

Section 13. Annual Reports. The President and Treasurer shall present their respective reports of the operation of the corporation for the preceding year, at the annual meeting of the Board of Directors or the membership.

ARTICLE III. OFFICERS

Section 1. Officers. The officers shall consist of the President, Secretary and Treasurer. Each officer shall be elected to hold office for a period of one year and may hold more than one office.

Section 2. President.

A. The President shall:

1. Preside at all meetings of the Board of Directors and at all meetings of the Executive Committee;
2. Make all committee appointments other than the Executive Committee and the Nominating Committee;
3. Be a member ex-officio of all committees except the Nominating Committee;
4. Be chairman of the Executive Committee;
5. Perform all other duties usually pertaining to the office of President.

Section 3. Vice President.

A. The Vice President shall:

1. Preside at all meetings of the Board of Directors and at all meetings of the Executive Committee in the absence of the President;
2. Be a member of the Executive Committee and the Administration and Finance Committee;
3. Perform all such other duties usually pertaining to the office of the Vice President.

Section 4. Treasurer.

A. The Treasurer shall:

1. Be custodian of all funds and securities of the corporation and collect interest thereon;
2. Keep a record of the accounts of the corporation and report thereon at each regular meeting of the Board of Directors;
3. Make report at annual meeting and special reports when requested.
4. Deposit all monies of the corporation in the name of Wedgewood Property Owners Association, Inc. in a bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of two of the officers of the corporation, one of whom shall be the Treasurer and the other of whom shall be the President or Vice President;
5. Give bond in such amount as the Board of Directors may require, the corporation to pay the premium for such bond;
6. Prepare and file reports and returns required by all governmental agencies.

B. The Treasurer's accounts and the bookkeeper's records shall be audited annually by a person or persons designated by the President of the Board of Directors.

Section 5. Secretary.

A. The Secretary shall:

1. Record the minutes of all meetings;
2. Write up the minutes following the meeting;
3. Confer with the President for possible omissions;
4. Send duplicate copy of minutes to the President;
5. Have custody of the seal of the corporation;
6. Give notice of all meetings required by statutes, by-laws or resolutions;
7. Take attendance record at meetings;
8. Maintain committee reports;
9. Carry on all necessary correspondence of the corporation;
10. Perform such other duties as may be delegated to him/her by the Board of Directors and by the Executive Committee.

ARTICLE IV. FISCAL YEAR

The fiscal year of the corporation shall be from April 1 to March 31 of the succeeding year.

ARTICLE V. RULES OF ORDER

"Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specifically covered by these By-Laws.

ARTICLE VI. AMENDMENTS

The Board of Directors may amend, repeal or rescind these By-Laws and/or adopt new By-Laws at pleasure by a majority vote of

all of the members of the Board of Directors at any meeting of the Board of Directors, provided that notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the By-Laws or adoption of new By-Laws shall have been given at least ten (10) days preceding the meeting.

ARTICLE VII.

This Association shall join any Master Property Owners Association organized for the purpose of fixing and collecting assessments to be charged to members for the maintenance of common areas and other purposes in that part of the Walden Lake development lying west of Alexander Street in Plant City, Hillsborough County, Florida, that may be dedicated to the use and benefit of development residents other than the individual subdivision Property Owners Association.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 14, 1984, as shown by the records of this office.

The charter number of this corporation is N06153.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of November, 1984.



CER-101

A handwritten signature in cursive script, appearing to read 'George Firestone', is written over the printed name.

George Firestone
Secretary of State

FILED

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ARTICLES OF INCORPORATION OF

Wedgewood Property Owners Association, Inc.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE I.

The name of the corporation shall be WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association". The Association's initial registered office is 121 North Collins Street, Plant City, Florida 33566, with its initial registered agent being James S. Moody, Jr. at that same address.

ARTICLE II.

The purpose and objects of the Association shall be to administer the operation, maintenance and management of certain facilities necessary to the recreation and welfare of the Wedgewood Subdivision, Walden Lake, located in Plant City, Hillsborough County, Florida, and to undertake the performance of the acts and duties incident to the operation, maintenance and management of said properties and recreational facilities, and to make the necessary rules and regulations to preserve their use for the members of the Association and otherwise deal with such properties, whether real or personal, as may be necessary or convenient in the administration of said properties, including not limited to the following:

- (a) Pay the taxes which may be levied upon the Association.
- (b) Maintain informational and directional signs within the Subdivision.
- (c) Enforce a policy of preventing the use of any recreational facilities by persons other than owners of Wedgewood

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property and/or persons permitted to use said facilities by the
By-Laws of the Association. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(d) Maintain the property in the Subdivision.

(e) Fix and collect assessments to be charged to members for the maintenance of Wedgewood Subdivision, all extensions thereof and for property in Walden Lake development that is dedicated to the use and benefit of development residents. The Walden Lake development is defined as that part of the area known as the Walden Lake development lying west of Alexander Street in Plant City, Hillsborough County, Florida.

(f) Acquire, convey and hypothecate property on behalf of members of the Association.

The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the By-Laws and rules and regulations of the Association.

3.2 All funds and titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the rules, regulations and By-Laws of the Association.

ARTICLE IV.

4.1 The members of the Association shall consist of the owners of properties designated and described as Wedgewood, a subdivision of Walden Lake in Plant City, Hillsborough County, Florida, legally described as:

Walden Lake Unit 14, according to the map or plat thereof recorded in Plat Book 54, Page 20 of the Public Records of Hillsborough County, Florida.

4.2 Any person who is the owner of a lot in the subdivision shall be a member in the Association; such membership shall be determined by a list of property owners which can be obtained from the Public Records of Hillsborough County, Florida, or by information furnished to the Association by the Developers of said property.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot or land upon which he claims his membership.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote for each lot owned.

ARTICLE V.

The Association shall have perpetual existence.

ARTICLE VI.

The affairs of the Association shall be administered by a President, Secretary, a Treasurer and other officers whom the Board of Directors shall from time to time designate. Any person may hold two offices. Officers of the Association shall be elected by a Board of Directors at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Luke C. Murphy
207 Granada Court North
Plant City, Florida 33566

Secretary-
Treasurer: James E. Laurent
2104 Country Club Court
Plant City, Florida 33566

ARTICLE VII.

7.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. The

President shall act as chairman of said Board, which chairman shall serve for one year or until his successor is elected.

7.2 The Directors of the Association shall be elected at the annual meeting in the manner prescribed by the By-Laws. The Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

7.3 The first election of the Directors shall be held within thirty (30) days from the date of the issuance of a Certificate of Incorporation to the Association. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

7.4 The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Luke C. Murphy	207 Granada Court, North Plant City, Florida 33566
James E. Laurent	2104 Country Club Court Plant City, Florida 33566
J. Paul Miller	1602 West Timberlane Drive Plant City, Florida 33566

ARTICLE VIII.

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

ARTICLE IX.

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

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9.2 A resolution for the adoption of 1984 proposed amendment
may be proposed either by the Board of Directors or by the members
of the Association. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

9.3 Such approvals must be by not less than a majority of
the Board of Directors present at the meeting considering the
amendment.

9.4 Provided, however, that no amendment shall make any
changes in the qualifications for membership nor the voting rights
of the members, nor any change in Section 3.2 of Article III,
without approval in writing by not less than two-thirds of the
members.

9.5 A copy of each amendment shall be filed with the
Secretary of State, pursuant to the provisions of the applicable
Florida Statutes.

ARTICLE X.

No part of the net earnings of this Association shall inure
to the benefit of any member, shareholder or individual except by
acquiring, constructing, or providing management, maintenance, and
care of association property, or by a rebate of excess membership
dues, fees, or assessments.

IN WITNESS WHEREOF, the Subscribers have affixed their signa-
tures hereto this 15th day of October, 1984.

Donald Dobersch
Donald Dobersch

Paul Miller
Paul Miller

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Donald W. Dobersch
and Paul Miller, who, after being duly sworn, acknowledged that they executed
the foregoing Articles of Incorporation for the purposes expressed in such
Articles this 15th day of October, 1984.

Vicki Lynn Hutchinson
Notary Public
My Commission Expires: _____

Notary Public, State of Florida at Large
My Comm. Exp. 12/31/86

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CERTIFICATE ACCEPTING APPOINTMENT
STATE OF FLORIDA

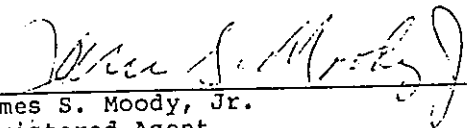
AS REGISTERED AGENT
COUNTY OF DALLAS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with Section 617.013, Florida Statutes, the following is submitted:

FIRST, that WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation at 121 North Collins Street, Plant City, Florida 33566, has named James S. Moody, Jr. as its registered agent at that address, on whom process may be served.

Having been named registered agent for the above stated corporation, at its registered office, 121 North Collins Street, Plant City, Florida 33566, I hereby accept to act in this capacity.


James S. Moody, Jr.
Registered Agent