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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WESTWOOD

UNIT 30

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in Hillsborough County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "WESTWOOD" 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, WESTWOOD HOMEOWNERS 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, 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 WESTWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation.

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

RECORD VERIFIED  
*Richard L. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Streetman, D.C.

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Section 2. "Association" shall mean and refer to WESTWOOD HOMEOWNERS 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.

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.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined).

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 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 Declaration of Covenants, Conditions and Restrictions for WESTWOOD and any amendments or modifications thereof hereafter made from time to time.

Section 9. "FHA" shall mean and refer to the Federal Housing Administration.

Section 10. "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 11. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 12. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 13. "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 14. "Institutional Mortgage" shall mean and refer to any mortgage by an Institutional Lender.

Section 15. "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.

Section 16. "Lot" shall mean and the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 17. "Master Association" shall mean and refer to the Walden Lake Community Association, Inc. a Florida not-for-profit corporation.

Section 18. "Master Plan" shall mean and refer to the Master Development Plan for WESTWOOD on file with the planning and zoning department of Plant City, Florida, and as the same may be amended or modified from time to time.

Section 19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include WALDEN LAKE, INC.

Section 20. "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 21. "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II

### PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area.

The purpose of the Association shall be to enforce deed restrictions, provide for architectural control and to maintain common areas, if any, and 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. Easement for Maintenance.

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

Section 3. Reciprocal Easements.

There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Buffer for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 4. Irrigation.

The irrigation and sprinkling equipment on the Common Area will be maintained by the Master Association.

Section 5. Entrance Islands.

The landscaped entrance islands to the Properties shall be maintained by the Master Association. The Master Association, its agents and contractors are hereby granted a non-exclusive perpetual easement as to all lands adjacent to entrance islands for the purpose of maintenance and repair of such entrance islands.

Section 6. Fences

Declarant may construct fences on some or all of the Lots along the Lot Boundaries. The Owner of the Lot on which a fence is located shall maintain said fence.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. 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 of Directors.

Section 2. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

Section 3. 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 4. 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 Board.

Section 5. 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.

Section 6. Easement for Maintenance. The Declarant hereby grants to lot owners whose dwellings are located at the side lot line of five (5) foot perpetual non-exclusive easement on the adjoining lot owner's property for the purpose of painting and maintaining the wall of such lot owner's structure. Such right shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice.

Section 7. Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between the lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by the willful placement, settling and shifting of any such walls as constructed, or reconstructed.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall also be a member so long as it owns one or more Lots.



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. 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 subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

2. Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

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 then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

(i) When 75% of the Lots are conveyed to Lot Owners, other than Declarant; or

(ii) On December 31, 1996; or

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

#### ARTICLE V

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights 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, if any, and performance of its other obligations hereunder.

Section 2. 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 3. 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.

Section 4. 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 5. 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 to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the By-Laws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular Lot, as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which 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, if any, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws.

Section 3. Annual Rate.  
The annual assessment for all Common Expenses shall be fixed by the Board and shall be the same for each Class A Lot.

Section 4. Declarant's Assessment. Notwithstanding any provision of the 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 which it owns, provided 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 Owner's, other than Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association prior to January 1 of a year, thereby terminating effective as of the last day of February 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 owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than

the Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining month of the year, if applicable. Declarant shall be assessed only for Lots that are encumbered by this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots 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 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 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 5. 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 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to Lots subject thereto on August 1, 1987. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 7. Lien for Assessments. All sums assessed to any Lot pursuant to this 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 in favor of the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 9. 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 which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 10. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot 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 11. 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 pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, 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; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Section 12. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a fence, or portion thereof, pursuant to Article II, Section 6 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, which assessment shall be secured by the lien set forth in Article VI, Section 7 above.

Section 13. 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 have been paid. A property executed certificate of the Association as to the status of a assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE VII

GENERAL PLAN OF DEVELOPMENT

Section 1. General Plan of Development. The Declarant has on file at its business office in Hillsborough County, Florida, presently located at 1602 W. Timberlane Drive, Plant City, FL 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 2. 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:

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.
6. 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 3. 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" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

#### ARTICLE VIII

##### USE RESTRICTIONS

A. THE FOLLOWING USE RESTRICTIONS SHALL APPLY TO THE LOTS DESCRIBED HEREIN ON ATTACHED EXHIBIT D:

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Subdivision, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No Structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than ten (10) feet (where there is not a 0 lot line Structure) from another Structure or nearer than twenty (20) feet from a Rear Yard Line. The lot line shall be as shown on the plat. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Plant City Zoning Code in effect as of the date of the recording of these Restrictions; provided, however, the term "Structure" shall not include a fence. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit B attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than one thousand (1000) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2½) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns.



Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and Plant City in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Subdivision as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the above-described Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) Declarant shall have the right, but not the obligation, to construct, maintain, repair, replace or remove any fences, berms and/or landscaping or monuments or both, and shall have all easements reasonably necessary upon the Subdivision property to permit Declarant to exercise such rights. Nothing in this Paragraph shall be construed to obligate Declarant to construct any such berms and/or landscaping or monument.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, television cable lines and irrigation and drainage in favor of all lands which abut the Subdivision, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Subdivision so as to provide access to these services to said abutting lands directly from the Subdivision.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Subdivision; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Subdivision.

(i) It shall be the responsibility of all Lot Owners with a zero lot line wall to maintain their side of said wall. An easement shall exist on said Lots for the purpose of granting a Lot Owner access to an adjacent Lot in order to maintain his side of the zero Lot line wall.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Subdivision.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Subdivision recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 1992, 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. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Subdivision, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or

maintained upon any Lot within any areas of a Lot designated in these restrictions as areas where fences are prohibited 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 Subdivision privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, 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 cypress or such other materials 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.

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

Section 13. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in Declarant's sole discretion, to maintain their Lot as required herein, Declarant, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Developer for actual costs incurred therewith.

Section 14. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Subdivision other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

Section 15. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Subdivision, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association.
- (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.
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.
- (d) A minimum of one (1) hardwood tree of three inch (3") caliper or more shall be planted and maintained by the Lot Owner, in the front yard of each Lot.

(e) It is the express intention of this Subsection (1) that the trees existing on the Subdivision at the time of the recording of this Declaration, and those permitted to grow in the Subdivision after said time, be preserved and maintained as best as possible in their natural state and condition. The removal of sand pines is prohibited unless they lie in the building pad area in which case they shall be replaced with an equal number of sand pines on the Lot. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 16. Shrubbery. There shall be foundation shrubbery planted along the street facades of each Lot to be maintained by the Lot Owner.

B. THE FOLLOWING USE RESTRICTIONS SHALL APPLY TO THE LOTS DESCRIBED HEREIN ON EXHIBIT E ATTACHED HERETO:

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Subdivision, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No Structure shall be erected nearer than twenty five (25) feet from a front Street Line or twenty feet (20') from a Side Street Line. No Structure shall be erected nearer than seven and one-half (7-1/2) feet from a Side Yard Line or nearer than twenty (20) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Plant City Zoning Regulations in effect as of the date of the recording of these Restrictions; provided, however, the term "Structure" shall not include a fence. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit B attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than twelve hundred (1200) square feet, exclusive of screened area, open porches, terraces, patios and garages. All



dwelling shall have at least one (1) inside bath. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2½) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. Each dwelling shall have a shrubbery planting in front of the dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and Plant City in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant and Plant City each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Subdivision as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the above-described Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Plant City.

(c) Declarant shall have the right, but not the obligation, to construct, maintain, repair, replace or remove any such fence, berms, landscaping or monuments, or all of the above and shall have all easements reasonably necessary upon the Subdivision property to permit Declarant to exercise such rights. Nothing in this Paragraph shall be construed to obligate Declarant construct any such berms and/or landscaping or monument.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, television cable lines and irrigation and drainage in favor of all lands which abut the Subdivision, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Subdivision so as to provide access to these services to said abutting lands directly from the Subdivision.



(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Subdivision; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Subdivision.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Subdivision.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Subdivision recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 1992, 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. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Subdivision, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated pursuant to these restrictions where fences are prohibited 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 Subdivision privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, 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 cypress or such other materials 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.

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage; no motor vehicles which are primarily used for commercial purposes other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

Section 13. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in Declarant's sole discretion, to maintain their Lot as required herein, Declarant, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Developer for actual costs incurred therewith.

Section 14. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Subdivision other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than six (6) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or

his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

Section 15. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Subdivision, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association.
- (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.
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.
- (d) A minimum of two (2) hardwood trees of a three inch (3") caliper or more, shall be planted and maintained in the front yard of each Lot.

(e) It is the express intention of this Subsection (1) that the trees existing on the Subdivision at the time of the recording of this Declaration, and those permitted to grow in the Subdivision after said time, be preserved and maintained as best as possible in their natural state and condition. The removal of sand pines is prohibited unless they lie in the building pad area, in which case, they shall be replaced with an equal number of sand pines on the Lot. According, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 16. Shrubbery. There shall be foundation shrubbery planted along the street facades of each Lot, to be maintained by each Lot Owner.

C. THE FOLLOWING USE RESTRICTIONS SHALL APPLY TO THE LOTS DESCRIBED ON ATTACHED EXHIBIT F:

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Subdivision, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No Structure shall be erected nearer than twenty-five (25) feet from a front Street Line or twenty (20) feet from a Side Street Line. No Structure shall be erected nearer than seven and one-half (7-1/2) feet from a Side Yard Line or nearer than twenty (20) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Plant City Zoning Regulations in effect as of the date of the recording of these Restrictions; provided, however, the term "Structure" shall not include a fence. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit B attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than fifteen hundred (1500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2½) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and Plant City in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant and Plant City each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Subdivision as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the above-described Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) Declarant shall have the right, but not the obligation, to construct and maintain, repair, replace or remove any fence, berms or landscaping or both, and shall have all easements reasonably necessary upon the Subdivision property to permit Declarant to exercise such rights. Nothing in this Paragraph shall be construed to obligate Declarant construct any such berms and/or landscaping or monument.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, cable television lines and



irrigation and drainage in favor of all lands which abut the Subdivision, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Subdivision so as to provide access to these services to said abutting lands directly from the Subdivision.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Subdivision; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Subdivision.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Subdivision.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Subdivision recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 1992, 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. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Subdivision, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray



or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated pursuant to these restrictions as "areas where fences are prohibited" 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 Subdivision privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, 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 cypress or such other materials 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.

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

Section 13. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in Declarant's sole discretion, to maintain their Lot as required herein, Declarant, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Developer for actual costs incurred therewith.

Section 14. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Subdivision other than by Declarant, except

when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than six (6) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

Section 15. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Subdivision, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(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.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) A minimum of two (2) hardwood trees of a three inch (3") caliper or more, shall be planted and maintained by the Lot Owner, in the front yard of each Lot.

(e) It is the express intention of this Subsection (1) that the trees existing on the Subdivision at the time of the recording of this Declaration, and those permitted to grow in the Subdivision after said time, be preserved and maintained as best as possible in their natural state and condition. The removal of sand pines is prohibited unless they lie in the building pad area, in which case they shall be replaced with an equal number of sand pines on the Lot. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 16. Shrubbery. There shall be foundation shrubbery planted along the street facades of each Lot, to be maintained by the Lot Owner.

#### 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 walls, hedges or fences, and all plans for the landscaping of 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 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 Declarant by certified or registered mail, return receipt requested, at 1602 W. Timberlane Drive, Plant City, FL 33566, or such other address as Declarant may

hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Declarant shall be deemed approved. The rights granted to Declarant under this Paragraph shall terminate on December 31, 1995, 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 structure, 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 of the structure, or in any manner change the appearance of any portion of the structure within the walls of said structure, or change any grade or drainage flow on the Subdivision or modify any landscaping on the Subdivision without the written consent of the Declarant, for the period set forth in Section 1 of this Article and thereafter, the Board of Directors of the Association first had and obtained. 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

ADDITIONS TO THE PROPERTIES

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. 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 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, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) General Plan of Development. The Declarant has heretofore submitted to the Hillsborough County Planning and Zoning Department a plan of development (the "Master 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 Master Plan shall not bind the Declarant to make any such additions or adhere to the Master Plan.

Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

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 Master 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 Master Plan or any amendments or modifications thereof.

(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.

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. Such Supplement shall also designate which of the Use Restrictions set forth in Article VIII A, B, or C are applicable to such additional property. Such Supplements shall be deemed to have amended Exhibits D, E or F by the addition of Properties subject to such restrictions. 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 lands 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) Prior to the addition of any land pursuant to Section 2(a) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof.

(d) Notwithstanding anything to the contrary contained in this Article X or elsewhere in this Declaration, so long as Walden Lake, Inc., its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article X without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(e) Nothing contained in this Article X 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 lands it proposes to add to the Properties 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 thereof as is provided by Article IV 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 land it proposes to add to the properties 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 the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in Article VI of this Declaration.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots on the 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 of this Declaration to other Owners of Class A Lots.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots on the 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 the Declaration in the same manner as all other owners of Class A Lots within the Properties.

#### ARTICLE XI

##### GENERAL PLAN OF DEVELOPER

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of WESTWOOD additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of WESTWOOD 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 WESTWOOD is made subject to such additional deed restrictions, such land shall be subject to additional 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 additional deed restrictions of any kind on all or any part of WESTWOOD.



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 Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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 of this Declaration, and such other provisions shall remain in 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 in the Public Records of Hillsborough County, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty (80) percent of the Voting Members of each Class of members, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed either by:

- (a) The Declarant, as provided in Section 5 of this Article;
- or,
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section

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 (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Section 5. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or Units or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of WESTWOOD. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 6. Master Association. In addition to the terms of this Declaration, and the Articles and By-Laws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions for WALDEN LAKE, recorded in OR. Book 4733, at page 1883, Public Records of Hillsborough County,

Florida, together with all amendments and/or supplements thereof now or hereafter made, called the "Master Declaration". All Owners automatically become members of the Master Association and are subject to the Articles of Incorporation, By-Laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 14<sup>th</sup> day of April, 1987.

Signed, sealed and delivered in the presence of:

Jennifer J. Reilly  
J. P. [Signature]

"Declarant"  
WALDEN LAKE, INC.  
BY [Signature]  
President  
Attest: [Signature]  
Secretary  
(CORPORATE SEAL)  
WALDEN LAKE, INC.  
CORPORATE SEAL  
DELAWARE

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 1987, by Alfred Hoffman as President and Kim J. Frase as Secretary, respectively, on behalf of and for WALDEN LAKE, INC., to me to be well known and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by the authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Hillsborough, said County and State.

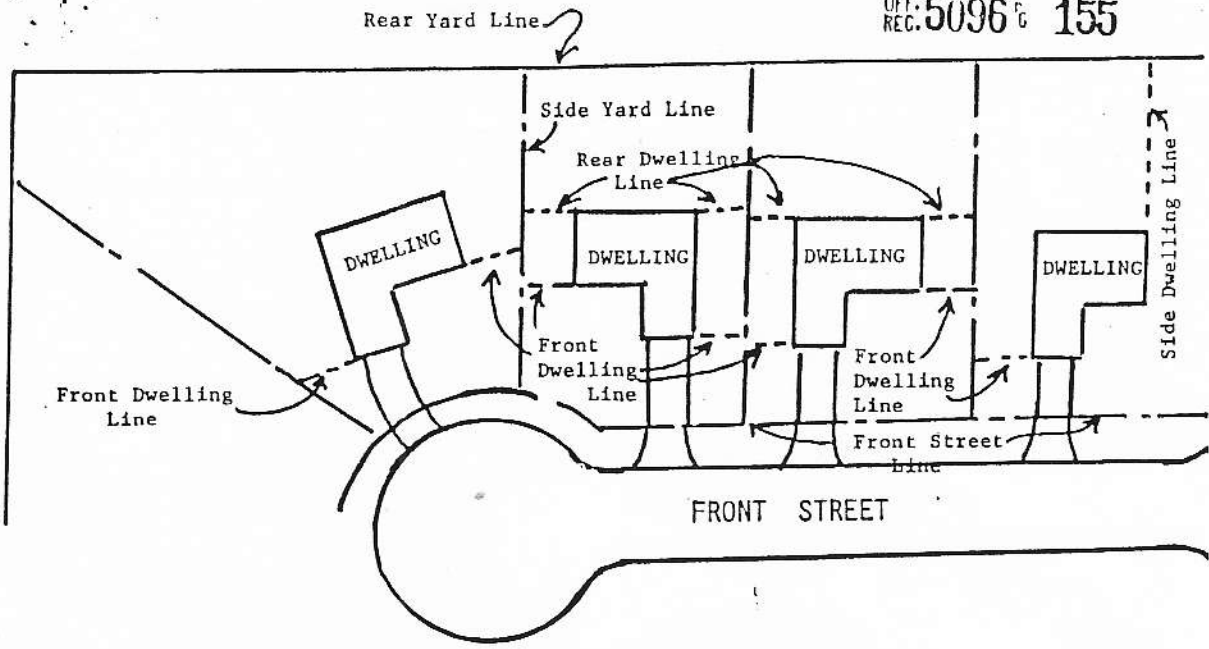
[Signature]  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 9, 1991  
BORGES THRU GENERAL INC. USD.

## 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 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. 05° 10' 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 297.82 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 382.19 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. 81° 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. 08° 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° 40' 08" 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 708.52 feet to the POINT OF BEGINNING.





## WESTWOOD

WALDEN LAKE UNIT 30

OFF. 5096 & 156  
REC.

## 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. 80° 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. 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 79.64 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 291.60 feet to the Point of Tangency of said curve; thence N. 05° 10' 43" E., along said South right-of-way line, a distance of 158.33 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 109.80 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 297.82 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. 81° 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. 88° 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° 40' 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. 88° 51' 32" W., along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 708.52 feet to the POINT OF BEGINNING.

LESS: those areas 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.

WESTWOOD

WALDEN LAKE UNIT 30

OFF. 5096  
REC. 157

Lots 1 through 4, block 2, lots 19 through 21, block 3 of Walden Lake Unit 30, Phase I, Section B, Plat Book 62 page 16.

Lots 5 through 30, block 2; Lots 22 through 33 and 35 through 51, block 3; Lots 2 through 10, block 4 of Walden Lake Unit 30, Phase I, Section D, Plat Book 62 page 17.

WESTWOOD

WALDEN LAKE UNIT 30

OFF. REC. 5096 158

Lots 11 and 12, block 1 of Walden Lake Unit 30, Phase I, Section A, Plat Book 62 page 15.

Lots 13 through 19 and lot 52, Block one; Lots 10 through 18, block 3 of Walden Lake Unit 30, Phase I, Section B, Plat Book 62 page 16.

Lots 51 through 59, Block 3; Lots 11 through 18, Block 4 of Walden Lake Unit 30, Phase I, Section D, Plat Book 62 page 17.

Lot 34 Block 3 and Lot 1 Block 4 of Walden Lake Unit 30, Phase I, Section D, Plat Book 62, page 17.

WESTWOOD  
WALDEN LAKE UNIT 30

OFF. REC. 5096 159

Lots 1 through 10, Block 1, Section A, Unit 30, Phase I, Plat Book 62, page 15.

Lots 8 and 9, Block 3, Walden Lake Unit 30, Phase I, Section B, Plat Book 62  
page 16.

Lots 19 through 21, Block 4; Lots 1 through 11, Block 7; Lots 16 through 21,  
Block 9; Lots 1 through 18, Block 6 of Walden Lake Unit 30, Phase 1, Section D,  
Plat Book 62 page 17.



Prepared by and to  
be returned to:  
Juilus J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

REC. 5198 1434

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTWOOD  
UNIT 30

THIS AMENDMENT made this 7th day of August, 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 5096, at page 128, 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 XI(4) and (5), to amend said Original  
Declaration;

WHEREAS, Declarant wishes to amend Exhibits D, E and F of the  
Original Declaration by deleting said Exhibits D, E and F and substi-  
tuting therefor, Exhibits D, E and F attached hereto and incorporated  
herein by reference.

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

1. Exhibits D, E and F of the Original Declaration as recorded  
in O.R. Book 5096 at pages 157, 158 and 159 respectively, are hereby  
amended by deleting same and substituting Exhibits D, E and F, att-  
ached hereto and incorporated herein by reference.
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:

[Signature]  
[Signature]

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

WALDEN LAKE, INC.

By [Signature]  
Vice President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

RECORD VERIFIED  
[Signature]  
Clerk of Circuit Court  
Hillsborough County, Fla  
By Grace Conen, D.C.

The foregoing instrument was acknowledged before me this 7th  
day of August, 1987 by [Signature] and [Signature]  
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  
PRINTED THROUGH GENERAL REG. UND.

087 AUG 11 PM 4:47  
87191831

OFF. REC. 5198 1435

EXHIBIT D

WESTWOOD

WALDEN LAKE UNIT 30

Lots 1 through 4, Block 2; Lots 19 through 21, Block 3 of Walden Lake Unit 30, Phase I, Section B, Plat Book 62, page 16.

Lots 5 through 30, Block 2; Lots 22 through 51, Block 3; Lots 1 through 10, Block 4 of Walden Lake Unit 30, Phase I, Section D, Plat Book 62, page 17.

OFF. 5198 1436  
REC. °C

EXHIBIT E

WESTWOOD

WALDEN LAKE UNIT 30

Lots 11 and 12, Block 1 of Walden Lake Unit 30, Phase I, Section A, Plat Book 62, page 15.

Lots 13 through 19 and Lot 52, Block 1; Lots 10 through 18, Block 3 of Walden Lake Unit 30, Phase I, Section B, Plat Book 62, page 16.

Lots 52 through 59, Block 3; Lots 11 through 18, Block 4 of Walden Lake Unit 30, Phase I, Section D, Plat Book 62, page 17.

OFF. 5198 1437  
REC.

EXHIBIT F

WESTWOOD

WALDEN LAKE UNIT 30

Lots 1 through 10, Block 1, Section A, Unit 30, Phase I, Plat Book 62, page 15.

Lots 8 and 9, Block 3, Walden Lake Unit 30, Phase I, Section B, Plat Book 62, page 16.

Lots 1 through 7, Block 3; Lots 60 and 61, Block 3; Lots 19 through 21, Block 4; Lots 1 through 18, Block 6; Lots 1 through 11, Block 7; Lots 16 through 21, Block 9 of Walden Lake Unit 30, Phase 1, Section D, Plat Book 62, page 17.



2  
L.C.

Prepared by and to  
be returned to:  
Juilus J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

(Enc  
of 2)

OFF. REC. 5205 216

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTWOOD  
UNIT 30

THIS AMENDMENT made this 19th day of August, 1987  
by WALDEN LAKE, INC., a Delaware corporation qualified to do business  
in Florida, hereinafter referred to as "Declarant."

1987 AUG 20 AM 9:06

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 5096, at page 128, Public Records of Hillsborough,  
hereinafter called the "Original Declaration",

WHEREAS, Declarant reserved the right in the Original  
Declaration, pursuant to Article XI, Sections (4) and (5), to amend  
the Original Declaration; and,

WHEREAS, Declarant wishes to amend Article I, Sections 1. and 2.  
of the Original Declaration to correct the name of the homeowners  
association;

87190396

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

1. Article I, Section 1., is hereby amended to read as follows:

"Section 1. "Articles" shall mean the articles of incor-  
poration of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN  
LAKE, INC., a Florida corporation."

2. Article I, Section 2., is hereby amended to read as follows:

"Section 2. "Association" shall mean and refer to THE  
WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., A  
Florida non-profit corporation, its successors and assigns.

3. 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.

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 offi-  
cers and affixed its corporate seal.

Signed, sealed and delivered  
in the presence of:

RECORD VERIFIED

WALDEN LAKE, INC.

Richard L. Ake

Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla  
By Grace Curran, P.C.  
Vice President

By Grace Curran  
Vice President

Richard L. Ake

Attest: [Signature]  
Secretary

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 19<sup>th</sup>  
day of August, 1987 by Frank Kuschnick and Keri Trussell  
as President and Secretary, respectively, of Walden Lake, Inc., on  
behalf of the corporation.

Jean Pol  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1991  
FINANCED THRU GENERAL INS. UND.

Prepared by and return to:  
Julius J. Zschau  
BAYNARD, HARRELL, MASCARA & OSTOW, P.A.  
28050 U.S. Highway 19 North, Suite 501  
Clearwater, FL 34621

RICHARD LAKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTWOOD, UNIT 30

RECORD VERIFIED  
*Richard Lake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

THIS AMENDMENT (the "Amendment"), made this 6<sup>th</sup> day of December, 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 of Covenants, Conditions and Restrictions for Parkwood as recorded in O. R. Book 5096, beginning at Page 128, Public Records of Hillsborough County, Florida (hereinafter the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration, pursuant to Article XI, Sections 4 and 5, to amend the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration and exhibits thereto due to an incorrect legal description having been recorded with the Declaration;

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

1. Exhibit A to the Declaration is hereby deleted, and substituted therefore shall be Exhibit "A" attached hereto and incorporated herein by reference.
2. Exhibit D to the Declaration shall be amended by adding thereto the lots shown on Exhibit D attached hereto and incorporated herein by reference.
3. Exhibit E to the Declaration shall be amended by adding thereto the lots shown on Exhibit E attached hereto and incorporated herein by reference.
4. The Declaration, as previously 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.
5. This Amendment shall be effective immediately upon being recorded in Hillsborough County, Florida.
6. The Exhibits attached hereto are Exhibits A, D and E.

REC'D DEC 13 AM 8:46  
90261140

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:

"Declarant"

WALDEN LAKE, INC., a Delaware corporation

Eric Newbold  
Marlene J. Merrin

BY: [Signature] PRESIDENT  
Attest: [Signature] ASST. SECRETARY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1990, by ERIC J. FROSELL as President, and LILLIE M. RABAK as ASST. Secretary, respectively, of WALDEN LAKE, INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

WAL-10-20.G8





## EXHIBIT "A"

## WESTWOOD

Lots 1 through 12, inclusive, Block 1, WALDEN LAKE, UNIT 30, PHASE I, SECTION A, according to the map or plat thereof as recorded in Plat Book 62, page 15, public records of Hillsborough County, Florida.

Lots 13 through 19, inclusive, Block 1 and Lot 52, Block 1, WALDEN LAKE, UNIT 30, PHASE 1, SECTION B, according to the map or plat thereof as recorded in Plat Book 62, page 16, public records of Hillsborough County, Florida.

Lots 20 through 51, inclusive, Block 1, WALDEN LAKE, UNIT 30, PHASE I, SECTION C, according to the map or plat thereof as recorded in Plat Book 67, page 24, public records of Hillsborough County, Florida.

Lots 1 through 4, inclusive, Block 2, WALDEN LAKE, UNIT 30, PHASE 1, SECTION B, according to the map or plat thereof as recorded in Plat Book 62, Page 16, public records of Hillsborough County, Florida.

Lots 5 through 30, inclusive, Block 2, WALDEN LAKE, UNIT 30, PHASE 1, SECTION D, according to the map or plat thereof as recorded in Plat Book 62, page 17, public records of Hillsborough County, Florida.

Lots 31 through 50, inclusive, Block 2, WALDEN LAKE, UNIT 30, PHASE II, SECTION C, according to the map or plat thereof as recorded in Plat book 68, page 12, public records of Hillsborough County, Florida.

Lots 1 through 7, inclusive, Block 3, WALDEN LAKE, UNIT 30, PHASE I SECTION D, according to the map or plat thereof as recorded in Plat Book 62, page 17, public records of Hillsborough County, Florida.

Lots 8 through 21, inclusive, Block 3, WALDEN LAKE, UNIT 30, PHASE I, SECTION B, according to the map or plat thereof as recorded in Plat Book 62, page 16, public records of Hillsborough County, Florida.

Lots 22 through 61, inclusive, Block 3, WALDEN LAKE, UNIT 30, PHASE I, SECTION D, according to the map or plat thereof as recorded in Plat Book 62, page 17, public records of Hillsborough County, Florida.

Lots 1 through 19, inclusive, Block 4, WALDEN LAKE, UNIT 30, PHASE I, SECTION D, according to the map or plat thereof as recorded in Plat Book 62, page 17, public records of Hillsborough County, Florida.

Lots 22 through 39, inclusive, Block 4, WALDEN LAKE, UNIT 30, PHASE II, SECTION C, according to the map or plat thereof as recorded in Plat Book 68, page 12, public records of Hillsborough County, Florida.

Lots 1 through 15, inclusive, Block 5, WALDEN LAKE, UNIT 30, PHASE II, SECTION C, according to the map or plat thereof as recorded in Plat Book 68, page 12, public records of Hillsborough County, Florida.

Lots 21 through 25, inclusive, Block 7, WALDEN LAKE, UNIT 30, PHASE II, SECTION C, according to the map or plat thereof as recorded in Plat Book 68, page 12, public records of Hillsborough County, Florida.

Lots 1 through 24, inclusive, Block 8, WALDEN LAKE, UNIT 30, PHASE II, SECTION C, according to the map or plat thereof as recorded in Plat Book 68, page 12, public records of Hillsborough County, Florida.

EXHIBIT D

Lots 31 - 35, Block 2; Lots 28 - 39, Block 4;  
and Lots 6 - 15, Block 5; WALDEN LAKE UNIT 30,  
Phase II, Section C, according to the map or  
plat thereof recorded in Plat Book 68, at page  
12, Public Records of Hillsborough County,  
Florida

EXHIBIT E

Lots 36 - 50, Block 2; Lots 22 - 27, Block 4;  
Lots 1 - 5, Block 5; Lots 21 - 35, Block 7;  
Lots 1 - 24, Block 8, WALDEN LAKE UNIT 30,  
Phase II, Section C, according to the map or  
plat thereof recorded in Plat book 68, at page  
12, Public Records of Hillsborough County,  
Florida