



**Pat Frank**  
**Clerk of the Circuit Court**  
**419 Pierce St. Rm 140**  
**TAMPA, FL 33602**  
**(813) 276-8100**

### Customer Information

Name	Address	Address2	City	State	Zip
BUSH ROSS PA				FL	

### Payment Summary

Transaction #: 4452163 Receipt #: 4296006 Location: TAMPA Q Code: Walk In Return Code: Over the Counter Agent Ref Num:	Cashier: EBollinger Receipt Date: 2/13/2020 11:01:18 AM Total Fees: \$1,463.50 Total Payments: \$1,463.50 Amount Due: \$0.00
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### Payment

Type	Check #	Amount
Check	185370	\$1,463.50

### Transaction Items

Check - ORI			
Restrictions - ORI		Instrument No: 2020049755	
		Date: 2/13/2020 11:01:18 AM	
Index Fees @ 1st 4 Names Free Additional=\$0.00 each	1	1	\$0.00
Recording Fees @ 1st Page=\$10.00 Additional = \$8.50 each	172	1	\$1,463.50

Prepared by and return to:

H. Web Melton III, Esq.  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913  
(813) 204-6492

INSTRUMENT #: 2020049755  
02/13/2020 at 11:01:18 AM  
Deputy Clerk: EBOLLINGER  
Pat Frank, Clerk of the Circuit Court  
Hillsborough County

**REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WESTWOOD UNIT 30  
NOTICE OF RECORDING PURSUANT TO FLA. STAT. §720.407**

William Polk, Jr, as President, and Robert Crane, as Secretary, of The Westwood Homeowners Association of Walden Lake, Inc., hereby attest to and execute the following documents as stated in Fla. Stat. §720.407, attached hereto and incorporated herein as *Composite Exhibit "A"*, in accordance with Fla. Stat. §§720.403-407:

1. The Revived Declaration of Covenants, Conditions and Restrictions for Westwood Unit 30, with amendments, as approved by the Florida Department of Economic Opportunity;
2. The Bylaws for The Westwood Homeowners Association of Walden Lake, Inc., with amendments; and
3. The Articles of Incorporation of The Westwood Homeowners Association of Walden Lake, Inc.

The aforementioned documents were revitalized pursuant to Fla. Stat. §§720.403-407 as to all property described in:

WALDEN LAKE UNIT 30, PHASE I, SECTION A, per map or plat thereof recorded in Plat Book 62 at Page 15 of the Public records of Hillsborough County, Florida.

WALDEN LAKE UNIT 30, PHASE I, SECTION B, per map or plat thereof recorded in Plat Book 62 at Page 16 of the Public records of Hillsborough County, Florida.

WALDEN LAKE UNIT 30, PHASE I, SECTION C, per map or plat thereof recorded in Plat Book 67 at Page 24 of the Public records of Hillsborough County, Florida.

WALDEN LAKE UNIT 30, PHASE I, SECTION D, per map or plat thereof recorded in Plat Book 62 at Page 17 of the Public records of Hillsborough County, Florida.

WALDEN LAKE UNIT 30, PHASE II, SECTION C, per map or plat thereof recorded in Plat Book 68 at Page 12 of the Public records of Hillsborough County, Florida.

and as identified in the legal descriptions of the Property Owner's attached hereto as **Exhibit "B"**.

The revitalization of the documents listed in Composite Exhibit A affecting the aforementioned property was approved by the State of Florida Department of Economic Opportunity, as evidenced by the letter attached hereto as **Exhibit "C"** from the State of Florida Department of Economic Opportunity.

Witness:

**The Westwood Homeowner Association of Walden Lake, Inc.**

*Sheri Wasden*  
Print Name: SHERI WAsDEN

By: *[Signature]*  
William Polk, Jr., President

*[Signature]*  
Print Name: Bryan Couture

ATTEST:

*Kayla Deigado*  
Print Name: Kayla Deigado

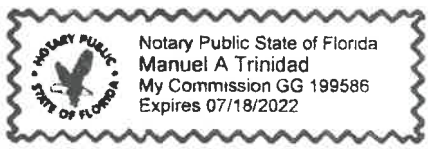
By: *[Signature]*  
Robert Crane, Secretary

*Ammanda Holste*  
Print Name: amanda Holste

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Notice of Recordation was acknowledged before me by means of  physical presence or  online notarization on this 30 day of February, 2020, by William Polk, Jr., President and Robert Crane, Secretary, of Westwood Homeowners of Walden Lake Association, Inc. who are  personally know to me or  who have produced \_\_\_\_\_ as identification, who executed the foregoing Notice or Recordation of the Revived Declaration of Covenants, Conditions and Restrictions for Westwood Unit 30 and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

*[Signature]*  
Notary Public, State of Florida at Large  
Print Name: Manuel Trinidad  
My Commission Expires: 7/18/22



EXHIBIT

A

tabbles

280

REC-5198-1434

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

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

1987 AUG 11 PM 4:47

87191831

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, conditions 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 substituting 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, attached hereto and incorporated herein by references.
2. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Signed, sealed and delivered in the presence of:

[Signatures of witnesses]

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 )

The foregoing instrument was acknowledged before me this 7th day of August, 1987 by [Signature] and [Signature] as [Signature] President and [Signature] Secretary, respectively, of Walden Lake, Inc., on behalf of the corporation.

[Signature] Notary Public My commission expires:

NOTARY PUBLIC STATE OF FLORIDA BY COMMISSION EXP. 11.7.91



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.

CIT. 5198 & 1436  
REC.

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.

REC. 5198 & 1437

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.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June 2019



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY Pat Frank D.C.

2  
L.C.

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

(Enc)  
42

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;

87198396

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:

[Signature]

WALDEN LAKE, INC.

By [Signature]  
Vice President

[Signature]

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 19th  
day of August, 1987 by Paul Trucsessi and Keri Stewart  
as President and Secretary, respectively, of Malden Lake, Inc., on  
behalf of the corporation.

John Pol  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1988  
POWERED THRU GENERAL INS. BLD.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June, 20 19



BY PAT FRANK  
Clerk of Circuit Court D.C.

LWS

Prepared by and return to:  
Julius J. Zechau ✓  
BAYNARD, HARRELL, MASCARA & OSTOM, 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

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.

1990 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. Hearn*

BY: *[Signature]*  
PRESIDENT

Attest: *[Signature]*  
ASST. SECRETARY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6 day of September, 1990, by *Wm. J. Russell* as President, and *Lillian M. Kaban* as ASST. Secretary, respectively, of WALDEN LAKE, INC., a Delaware corporation, on behalf of the corporation.

*Marlene J. Hearn*  
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 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 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 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 5 through 30, inclusive, Block 2, 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 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 B

Lots 36 - 50, Block 2; Lots 22 - 27, Block 4;  
Lots 1 - 5, Block 5; Lots 21 - 35, Block 7;  
Lots 1 - 24, Block 6, 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

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June, 2019



FATIFRANK  
CLERK OF PUBLIC COURT

BY [Signature] D.C.

**Prepared by and return to:**  
**Steven H. Mezer, Esq.**  
**Bush Ross, P.A.**  
**Post Office Box 3913**  
**Tampa, FL 33601-3913**  
**(813) 204-6492**

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WESTWOOD UNIT 30**

**AND**

**AMENDMENT TO THE BY-LAWS OF THE  
WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westwood Unit 30 (the "Declaration") was record in Official Records Book 5096, Page 128 Public Records of Hillsborough County, Florida on April 14, 1987; and

WHEREAS, the First Amendment to the Declaration was recorded in Official Record Book 5198, Page 1434 of the Public Records of Hillsborough County, Florida on August 7, 1987; and

WHEREAS, the Second Amendment to the Declaration was recorded in Official Record Book 5205, Page 216 of the Public Records of Hillsborough County, Florida on August 19, 1987; and

WHEREAS, the Third Amendment to the Declaration was recorded in Official Record Book 6152 Page 030 of the Public Records of Hillsborough County, Florida on December 6, 1990; and

WHEREAS, the Declaration was amendment in accordance with Article IX, Section 4 of the Declaration and Florida Law at a meeting called for such purposes held on March 17, 2012 held in accordance with the Bylaws of Westwood Homeowners Association of Walden Lake, Inc.; and

WHEREAS, the By-Laws of Westwood Homeowners Association of Walden Lake, Inc. were amended in accordance with Article XIV of the By-laws ("By-Laws") and Florida law at a meeting called for such purposes on March 17, 2012 held in accordance with the By- laws.

NOW THEREFORE, We, Lawrence C. Olson, as President, and Sam Cannella, as Secretary, of the Westwood Homeowners Association of Walden Lake, Inc. do herby certify pursuant to the requirements of the Declaration, the By-Laws, and Florida law that the following amendments to the

Declaration and By-laws were approved in accordance with the Declaration, the By-Laws, and Florida law:

**I. Article VIII, Section A, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, commercial trucks, commercial vans, commercial vehicle, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents, 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. All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**II. Article VIII, Section B, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, commercial trucks, commercial vans, commercial vehicle, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents, 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. All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**III. Article VIII, Section C, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, ~~commercial trucks, commercial vans~~ commercial vehicle, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents. ~~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.~~ All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**IV. Article VIII, Section B, Paragraph 15 of the Declaration is amended to read as follows:**

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)~~ one (1) 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. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

**V. Article VIII, Section C, Paragraph 15 of the Declaration is amended to read as follows:**

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)~~ one (1) 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.

**VI. Article XI Section 8 of the Declaration is created to read as follows:**

Section 8. Fines. In the event an Owner or an Owner's tenant, guest or invitee fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, rules and regulations, or any other agreement, document or instrument affecting the Properties or Lot in the manner required, the Association shall have the right to suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use Common Area and may levy reasonable fines, to the maximum extent allowed pursuant to the



Florida Statutes as they may be amended from time to time, against any Owner or tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. If a fine is not paid after it becomes due, then the Association may place a lien on the delinquent Lot for the unpaid fine, consistent with the Florida Statutes as they may be amended from time to time. In any action to recover a fine, the Association is entitled to recover the reasonable attorney's fees and costs it incurs in an action to recover a fine.

**VII. Article XI Section 4 of the Declaration is amended to read as follows:**

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded 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;

(b) ~~A vote of two thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose~~ The affirmative vote of two thirds (2/3) of the voting interests present in person or by proxy at a duly noticed meeting of the members at which a quorum is present; 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.

**VIII. Article III, Section 4 of the By-Laws of the Westwood Homeowners Association of Walden Lake, Inc. is amended to read as follows:**

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3)~~ one fifth (1/5) of the ~~voting interest~~ voting of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum

as aforesaid shall be present or represented.

CODING: Added language is marked with a double underline. Deleted language is marked with a ~~strike through~~.

WITNESSES:

WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.

T.N. Daramus  
Witness Number 1

By: Lawrence C. Olson  
Lawrence C. Olson, President

T.N. DARAMOS  
Print Name

ATTEST:

Bette L. Guarino  
Witness Number 2  
Bette L. Guarino  
Print Name

By: Sam Cannella  
Sam Cannella, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Amendment was acknowledged before me this 11<sup>th</sup> day of June, 2012, by Lawrence C. Olson, President, and Sam Cannella, Secretary, of The Westwood Homeowners of Walden Lake Association, Inc. who are  personally know to me or  who have produced \_\_\_\_\_ as identification, who executed the foregoing Certificate of Amendment and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

Bette L. Guarino  
Notary Public, State of Florida at Large

Print Name: Bette L. Guarino

My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

1159792.1

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF June, 2012

Page 6 of 6



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY: [Signature] D.C.

32  
y/n

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

031 APR 16 PM 4:14

07088836

**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 Mortgage"** 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 unwillingful 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 mortgagees 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 properly 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 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 perimeter 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 (1) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (2) 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

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. 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. 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 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 (2 1/2) 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 aeriels 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 whatsoever, 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  
Q. P. [Signature]

"Declarant"  
WALDEN LAKE, INC.  
By [Signature]  
President

Attest: [Signature]  
Secretary  
CORPORATE SEAL



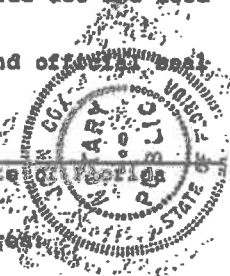
STATE OF FLORIDA )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 14 day of April, 1987, by Alfred Hoffman as President and Kim J. Eason 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 office seal at Hillsborough, said County and State.

[Signature]  
Notary Public, State of Florida

My commission expires



NOTARY PUBLIC STATE OF FLORIDA  
BY FORM 12-01 EXP. FEB. 9, 1981  
NOTICE THAT EXPIRES MAR. 31, 1980

## WESTWOOD

## WALDEN LAKE UNIT 30

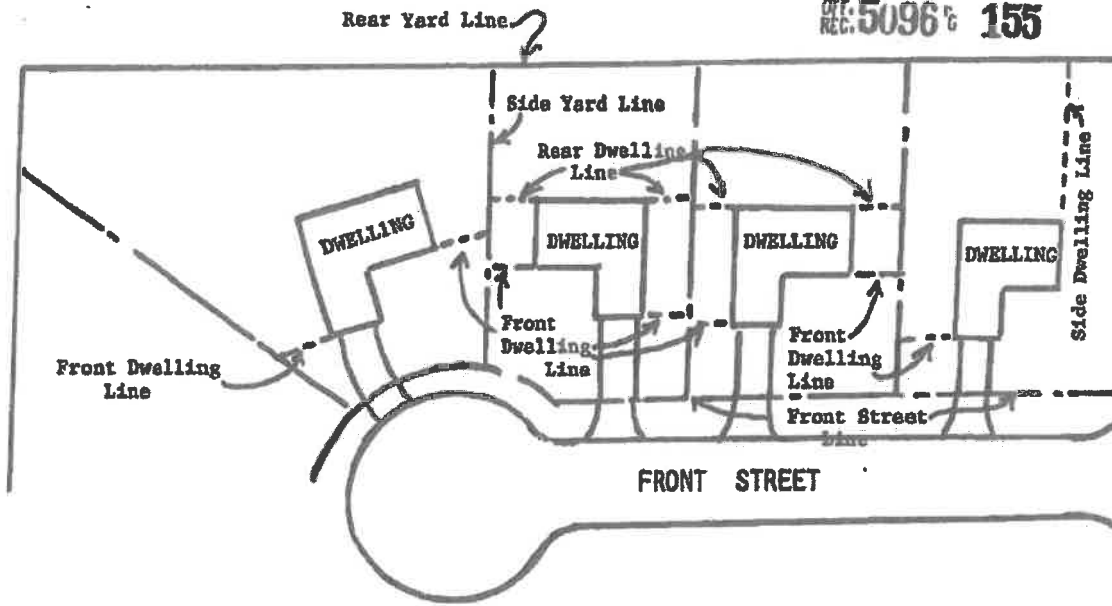
OFF. REC. 5096 &amp; 154

## 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.  $00^{\circ} 51' 32''$  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.  $00^{\circ} 35' 31''$  E., parallel with the West boundary of the NW 1/4 of said Section 12, a distance of 1055.00 feet; thence N.  $09^{\circ} 25' 03''$  W., a distance of 120.00 feet; thence N.  $00^{\circ} 35' 31''$  E., parallel with said West boundary, a distance of 1445.77 feet to the South right-of-way line of Griffin Boulevard; thence S.  $09^{\circ} 24' 00''$  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.  $72^{\circ} 46' 03''$  E., a distance of 390.11 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.  $70^{\circ} 07' 23''$  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.  $05^{\circ} 18' 43''$  E., along said South right-of-way line, a distance of 150.33 feet to the Point of Curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a chord which bears S.  $78^{\circ} 44' 40''$  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.  $47^{\circ} 05' 32''$  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.  $31^{\circ} 23' 00''$  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.  $60^{\circ} 15' 30''$  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.  $74^{\circ} 22' 20''$  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 650.00 feet and a chord which bears S.  $74^{\circ} 52' 09''$  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.  $81^{\circ} 37' 50''$  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 60.00 feet and a chord which bears S.  $28^{\circ} 08' 01''$  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.  $16^{\circ} 52' 00''$  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.  $07^{\circ} 45' 07''$  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.  $08^{\circ} 49' 56''$  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.  $80^{\circ} 48' 08''$  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.  $00^{\circ} 51' 32''$  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.

EXHIBIT B

OFF. REC. 5096 155





## WESTWOOD

## WALDEN LAKE UNIT 30

OFF. REC. 5096 &amp; 156

## 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. 88° 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 for 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 390.11 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. 78° 41' 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 386.45 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. 10° 52' 00" W., along the West right-of-way line of Timberlane Drive, a distance of 250.00 feet to a Point of Curvature of a curve concave to the Southeast, having a radius of 2920.25 feet and a chord which bears S. 07° 45' 07" W., a distance of 925.21 feet; thence along the arc of said curve to the left and said West right-of-way line, a distance of 929.13 feet to an intersection with the South boundary of the NE 1/4 of said Section 12 and the Point of Terminus of said curve; thence N. 00° 49' 56" W., along said South boundary, a distance of 965.00 feet to the Southeast corner of the NW 1/4 of said Section 12; thence N. 00° 48' 00" W., along the South boundary of the SE 1/4 of the NW 1/4 of said Section 12, a distance of 1326.97 feet to the SE corner of the SW 1/4 of the NW 1/4 of said Section 12; thence N. 00° 51' 32" W., along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 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.

EXHIBIT D

WESTWOOD

WALDEN LAKE UNIT 30

REF. 5096 & 157  
REG.

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.

EXHIBIT E

WESTWOOD

WALDEN LAKE UNIT 30

OFF: 5096 to 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.

EXHIBIT F

WEBSTOOD

WALDEN LAKE UNIT 30

OFF. 5096 & 159  
REC.

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.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June, 20 19



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY [Signature] D.C.

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a corporation organized under the laws of the State of Florida, filed on August 12, 1987, as shown by the records of this office.

The document number of this corporation is N21998.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-sixth day of August, 2019



CR2E022 (01-11)

A handwritten signature in cursive script, appearing to read "Laurel M. Lee".

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION

OF

THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.

A Florida Corporation Not For Profit

ARTICLE I

NAME

The name of the Corporation is THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a Florida corporation not for profit, and is hereinafter called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots within the certain tract of property described on Exhibit A attached hereto, hereinafter referred to as the "Properties", and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for the purpose to:

1. exercise the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Properties and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, and as the same may be amended from time to time as provided, said Declaration being incorporated herein as if set forth at length;
2. fix, levy, collect and enforce payment by any lawful means, all charges or assessment, pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA



3. acquire by gift, (purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property; provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

7. have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes (1985), as it may now or hereafter have or exercise.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

A. 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 the Declaration of Covenants, Conditions and Restrictions. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot 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.

B. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, 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 any such Lot, nor shall any split vote be permitted with respect to such Lot. 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. Every Owner of a Lot within WESTWOOD, 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 voting rights appurtenant to the Class B Lots shall be as follows: 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.

C. Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the



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

#### ARTICLE IV

##### DURATION

A. The Corporation shall exist perpetually, unless terminated as otherwise provided in these Articles of Incorporation.

#### ARTICLE V

##### SUBSCRIBERS

The name and residence of the subscriber of these Articles of Incorporation is:

Julius J. Zachau

2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

#### ARTICLE VI

##### OFFICERS

The affairs of the Corporation are to be administered under the direction by the Board of Directors by a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may, from time to time, deem necessary. Such officers shall be elected annually at the annual meeting of the members of the Corporation as provided in the By-Laws. The names of the persons who are to serve as the initial officers until their succession at the first annual meeting of the members are as follows:

Kim Prosell

as President

Frank Kurchinski

as Vice President

Ja Coi

as Secretary/Treasurer

ARTICLE VII

DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors. The initial Board of Directors of the Corporation shall consist of three (3) members. The names and addresses of the persons who are to serve as the initial Directors of the Corporation until the first election of their successors as provided for in the By-Laws are as follows:

Kim Prosell	1602 West Timberlane Drive Plant City, Florida 33566
Frank Kurchinski	1602 West Timberlane Drive Plant City, Florida 33566
Ja Cox	1602 West Timberlane Drive Plant City, Florida 33566

ARTICLE VIII

BY-LAWS

The initial By-Laws of the Corporation shall be adopted by the original Board of Directors and thereafter the By-Laws of the Corporation shall be made, altered or rescinded by the members of the Corporation in the manner set forth in the By-Laws.

ARTICLE IX

AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended from time to time, by the assent of seventy-five (75) percent of the aggregate of Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Such amendment shall be proposed by a majority of the Board of Directors or by a written resolution executed by not less than a majority of Class A Voting members and Class B voting members.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those



for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI  
INDEMNIFICATION

The Association shall indemnify every officer and director and every former officer and director to the full extent permitted by law.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the entire Board of Directors of this Association, have executed these Articles of Incorporation this 6<sup>th</sup> day of August 1987.

Julius J. Zschau  
Julius J. Zschau

STATE OF FLORIDA        )  
                                  )SS  
COUNTY OF PINELLAS    )

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized to take acknowledgements in the State and County aforesaid personally appeared Julius J. Zschau, to me known to be the person described as Incorporator in and who acknowledged before me that he has executed these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above, this 6<sup>th</sup> day of August 1987.

Suzanne R. Freund  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. MAR. 5, 1990  
BONDED FOR GENERAL FDS. USD.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, it is submitted that THE WESTWOOD HOMEOWNERS ASSOCIATION desiring to organize OF WALDEN LAKE, INC. or qualify under the laws of the State of Florida, with its principal place of business in the City of Plant City, State of Florida, has named SOROTA AND ZSCHAU, P.A. located at 2515 Countryside Blvd., Suite A, City of Clearwater, State of Florida, 33575, as its Agent to accept service of process within the State of Florida.

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

SOROTA AND ZSCHAU, P.A.

By:

*John J. Zschau*  
RESIDENT AGENT

DATE: *Aug 6*, 1987

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Westwood Homeowners Association, Inc.  
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BY-LAWS  
OF  
THE WESTWOOD HOMEOWNERS ASSOCIATION  
OF WALDEN LAKE, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., hereinafter referred to as "The Association".

Section 2. Location. The principal office of the Association's serving agent shall be located at 3035 Griffin Boulevard, Plant City, Florida 33566, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., its successors and

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Construction Parcel" shall mean any lot shown on any original plat of the Properties.

Section 4. "Lot" shall mean and refer to any plot of land shown on any recorded amended plat of the Properties.

Section 5. "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.

Section 6. "Declarant" shall mean and refer to WALDEN LAKE, INC. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.



Westwood Homeowners Association, Inc.  
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Section 10. "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.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the vote's of the Class A Voting members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one fifth (1/5) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarant, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Place. All members meetings shall be held within Hillsborough County, Florida.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Term of Office. At the 2010 annual meeting the members shall elect four (4) directors for a term of one (1) year and three (3) directors at large one who shall serve a term of three years. For the Initial term one of these directors at large shall serve a term of three years, and one shall serve a term of two

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years, and one shall serve a term of one year. At each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years to replace the director at large whose term will expire.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the voting members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than (3) three days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the

Westwood Homeowners Association, Inc.  
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transaction of business. Every act, or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is, present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and



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such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section b. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it, if the president does not, on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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ARTICLE IX

COMMITTEES

Section 1. Generally. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X  
BOOKS AND RECORDS

Section 1. Generally. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1. Generally. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed under Florida law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

Section 1. Generally. The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII  
COMMON AREA

Section 1. The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Lot Owners (excluding the Declarant).

Westwood Homeowners Association, Inc.  
By-Laws

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Section 2. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement.

ARTICLE XIV

AMENDMENTS

Section 1. Generally. These By-Laws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Amendments to these By-Laws may be proposed, in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) Class A members. HUD/VA, for so long as there is a Class B Membership, shall have the right to veto amendments to these By-Laws.

ARTICLE XIV

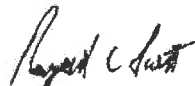
CONFLICTS

Section 1. Generally. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being the Officers of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., have hereunto set our hands this 17th day of April, 2010.



Lawrence C. Olson  
President,  
Westwood Homeowners Association



Reginald C. Scott  
Vice-President  
Westwood Homeowners Association

Westwood Homeowners Association, Inc.  
By-Laws

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a Florida corporation not for profit, and,

THAT the these By-Laws constitute the total By-Laws of said Association, as duly adopted at a meeting of the original Board of Directors held on the 19<sup>th</sup> day of August 1987 and as amended at the annual meeting of the Association's members on the 16<sup>th</sup> day of January 2010 and approved by the Board of Directors on the 20<sup>th</sup> day of February, 2010.



Luke Carvalho  
Secretary  
Westwood Homeowners Association

Corporate Seal

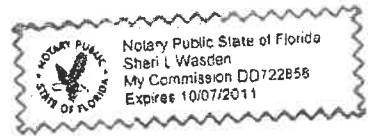
State of Florida  
County of Hillsborough

This instrument was acknowledged before me on April 17<sup>th</sup> 2010 by  
Westwood Homeowners Ass.

As Luke Carvalho a representative of  
Westwood board of directors - Secretary.

Produced Identification ID Number and Type of ID  
C614537 714620

Sheri L Wasden  
Sheri L. Wasden, Notary Public, State of Florida



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY  
OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 12<sup>th</sup> DAY OF May 2010



NOTARY PUBLIC OF CIRCUIT COURT  
BY Jane Smith  
DEPUTY CLERK

**VERIFIED COPIES OF THE PREVIOUS  
DECLARATION AND OTHER PREVIOUS  
GOVERNING DOCUMENTS**

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

REC. 5198 1434

282

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

1987 AUG 11 PM 4:47

87191831

THIS AMENDMENT made this 7<sup>th</sup> 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 )

The foregoing instrument was acknowledged before me this 7<sup>th</sup>  
day of August, 1987 by Richard L. Ake and John J. [unclear]  
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. SEP. 9, 1991

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. REG. 5198 & 1436

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.



GET. 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.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June, 2019



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY [Signature] D.C.

L.S.

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

(End  
42)

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."

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 3096, 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;

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:

[Signature]

[Signature]

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

WALDEN LAKE, INC.

By [Signature]  
Vice President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)

1987 AUG 20 AM 9:06

87198996

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 19th  
day of August, 1987 by Frank [unclear] and Keri [unclear]  
as President and Secretary, respectively, of Walden Lake, Inc. on  
behalf of the corporation.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 9, 1991  
ADOPTED FROM GENERAL STAT. 1987.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 26 DAY OF June, 20 19



BY [Signature] PAT FRANK  
CLERK OF CIRCUIT COURT D.C.

LMS

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 AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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

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.

930 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

*Shirley Newbold*  
*Marlene J. Herrin*

By: *[Signature]*  
PRESIDENT

Attest: *[Signature]*  
ASST. SECRETARY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

*Marlene J. Herrin*  
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 B

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.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June, 20 19



PAUL FRANK  
CLERK OF CIRCUIT COURT  
BY Paul Frank D.C.



Prepared by and return to:  
Steven H. Mezer, Esq.  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913  
(813) 204-6492

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WESTWOOD UNIT 30**

**AND**

**AMENDMENT TO THE BY-LAWS OF THE  
WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westwood Unit 30 (the "Declaration") was record in Official Records Book 5096, Page 128 Public Records of Hillsborough County, Florida on April 14, 1987; and

WHEREAS, the First Amendment to the Declaration was recorded in Official Record Book 5198, Page 1434 of the Public Records of Hillsborough County, Florida on August 7, 1987; and

WHEREAS, the Second Amendment to the Declaration was recorded in Official Record Book 5205, Page 216 of the Public Records of Hillsborough County, Florida on August 19, 1987; and

WHEREAS, the Third Amendment to the Declaration was recorded in Official Record Book 6152 Page 030 of the Public Records of Hillsborough County, Florida on December 6, 1990; and

WHEREAS, the Declaration was amendment in accordance with Article IX, Section 4 of the Declaration and Florida Law at a meeting called for such purposes held on March 17, 2012 held in accordance with the Bylaws of Westwood Homeowners Association of Walden Lake, Inc.; and

WHEREAS, the By-Laws of Westwood Homeowners Association of Walden Lake, Inc. were amended in accordance with Article XIV of the By-laws ("By-Laws") and Florida law at a meeting called for such purposes on March 17, 2012 held in accordance with the By- laws.

NOW THEREFORE, We, Lawrence C. Olson, as President, and Sam Cannella, as Secretary, of the Westwood Homeowners Association of Walden Lake, Inc. do herby certify pursuant to the requirements of the Declaration, the By-Laws, and Florida law that the following amendments to the

Declaration and By-laws were approved in accordance with the Declaration, the By-Laws, and Florida law:

**I. Article VIII, Section A, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, ~~commercial trucks, commercial vans~~ commercial vehicle, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents, 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. All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**II. Article VIII, Section B, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage, or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, ~~commercial trucks, commercial vans~~ commercial vehicle, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents, 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. All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**III. Article VIII, Section C, Paragraph 9 of the Declaration is amended to read as follows:**

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. Parking on grass or to block the sidewalk is prohibited. 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 and the view of adjacent residents. As used herein a vehicle used for a commercial purpose or a commercial vehicle shall refer to a vehicle bearing lettering, coloring, markings, logos, signage or tools or equipment visible from the exterior of the vehicle reflecting the trade or occupation of the owner or operator of the vehicle. No boats, boat trailers, campers, commercial trucks, commercial vans, commercial vehicles, motorcycles, trailer, inoperable vehicle, unlicensed vehicle, and/or motor home or other recreational vehicles shall be parked in the Subdivision unless inside a garage and concealed from public view and the view of adjacent residents. 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. All vehicles parked in public view must be maintained in a neat and attractive condition with no missing exterior components, including but not limited to, body panels, bumpers, side mirrors, or hubcaps.

**IV. Article VIII, Section B, Paragraph 15 of the Declaration is amended to read as follows:**

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)~~ one (1) 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. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

**V. Article VIII, Section C, Paragraph 15 of the Declaration is amended to read as follows:**

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)~~ one (1) 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.

**VI. Article XI Section 8 of the Declaration is created to read as follows:**

Section 8. Fines. In the event an Owner or an Owner's tenant, guest or invitee fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, rules and regulations, or any other agreement, document or instrument affecting the Properties or Lot in the manner required, the Association shall have the right to suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use Common Area and may levy reasonable fines, to the maximum extent allowed pursuant to the

Florida Statutes as they may be amended from time to time, against any Owner or tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. If a fine is not paid after it becomes due, then the Association may place a lien on the delinquent Lot for the unpaid fine, consistent with the Florida Statutes as they may be amended from time to time. In any action to recover a fine, the Association is entitled to recover the reasonable attorney's fees and costs it incurs in an action to recover a fine.

**VII. Article XI Section 4 of the Declaration is amended to read as follows:**

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded 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;

(b) ~~A vote of two thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose~~ The affirmative vote of two thirds (2/3) of the voting interests present in person or by proxy at a duly noticed meeting of the members at which a quorum is present; 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.

**VIII. Article III, Section 4 of the By-Laws of the Westwood Homeowners Association of Walden Lake, Inc. is amended to read as follows:**

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3)~~ one fifth (1/5) of the ~~voting interest~~ voting of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum

as aforesaid shall be present or represented.

CODING: Added language is marked with a double-underline. Deleted language is marked with a ~~strikethrough~~.

WITNESSES:

WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.

T.N. DARAMOS  
Witness Number 1

By: Lawrence C. Olson  
Lawrence C. Olson, President

T.N. DARAMOS  
Print Name

ATTEST:

Bette L. Guarino  
Witness Number 2

By: Sam Cannella  
Sam Cannella, Secretary

Bette L. Guarino  
Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Amendment was acknowledged before me this 11<sup>th</sup> day of June, 2012, by Lawrence C. Olson, President, and Sam Cannella, Secretary, of The Westwood Homeowners of Walden Lake Association, Inc. who are  personally know to me or  who have produced \_\_\_\_\_ as identification, who executed the foregoing Certificate of Amendment and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.



Bette L. Guarino  
Notary Public, State of Florida at Large

Print Name: Bette L. Guarino

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

1139792.1

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF June, 2012

Page 6 of 6



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY: Pat Frank D.C.

32  
JH

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

1981 APR 16 PM 4:14

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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 properly 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 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

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. 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, 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. 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 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 about 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 (1) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (2) maintain fluorescent lighted or spotlit 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 whosoever, 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.

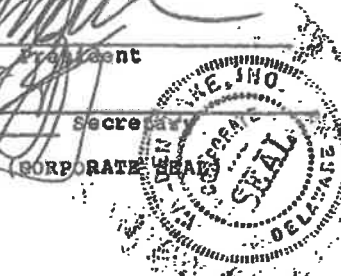
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 14<sup>th</sup> day of April, 1987.

Signed, sealed and delivered in the presence of:

Janifer J. Reilly  
J. P. [unclear]

"Declarant"  
WALDEN LAKE, INC.  
By [Signature]  
President

Attest: [Signature]  
Secretary  
CORPORATE SEAL



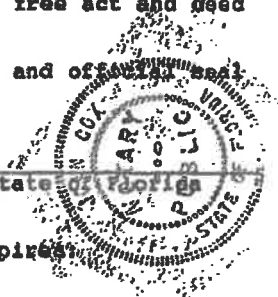
STATE OF FLORIDA )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 14 day of April, 1987, by Alfred Hoffman as President and [Signature] 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 office 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, 1981  
PROUDLY PRINTED BY THE STATE

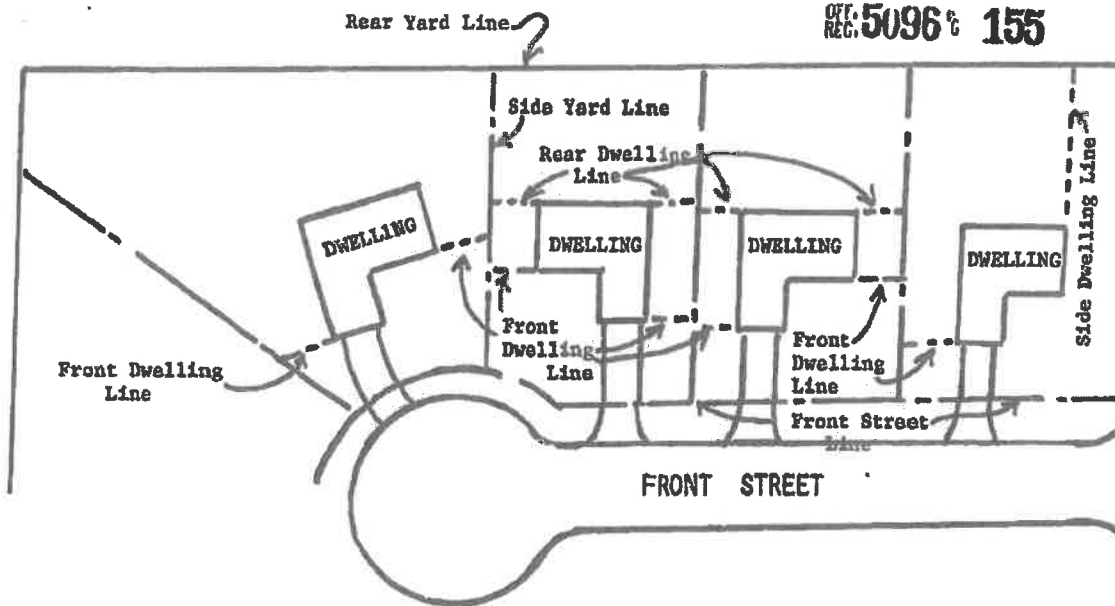
## WESTWOOD

## WALDEN LAKE UNIT 30

OFF. REC. 5096 &amp; 154

## 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.  $08^{\circ} 51' 32''$  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.  $00^{\circ} 35' 31''$  E., parallel with the West boundary of the NW 1/4 of said Section 12, a distance of 1055.00 feet; thence N.  $89^{\circ} 25' 03''$  W., a distance of 120.00 feet; thence N.  $00^{\circ} 35' 31''$  E., parallel with said West boundary, a distance of 1445.77 feet to the South right-of-way line of Griffin Boulevard; thence S.  $89^{\circ} 24' 00''$  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.  $72^{\circ} 46' 03''$  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.  $70^{\circ} 07' 23''$  E., a distance of 280.20 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.  $05^{\circ} 10' 43''$  E., along said South right-of-way line, a distance of 168.33 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.  $78^{\circ} 44' 40''$  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.  $47^{\circ} 05' 32''$  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.  $31^{\circ} 23' 00''$  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.  $60^{\circ} 15' 30''$  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.  $74^{\circ} 22' 20''$  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.  $74^{\circ} 52' 09''$  E., a distance of 447.39 feet; thence along the arc of said curve to the left and said South right-of-way line, a distance of 452.73 feet to a Point of Reverse Curvature of a curve concave to the Southwest, having a radius of 750.00 feet and a chord which bears S.  $01^{\circ} 37' 50''$  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.  $28^{\circ} 00' 01''$  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.  $16^{\circ} 52' 00''$  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.  $07^{\circ} 45' 07''$  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.  $88^{\circ} 49' 56''$  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.  $88^{\circ} 40' 00''$  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.  $08^{\circ} 51' 32''$  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. REC. 5096 &amp; 156

## 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. 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. 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 390.11 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. 85° 18' 43" E., along said South right-of-way line, a distance of 150.33 feet to the Point of Curvature of a curve concave to the Southwest, having a radius of 200.00 feet and a chord which bears S. 78° 44' 40" E., a distance of 109.88 feet; thence along the arc of said curve to the right and said South right-of-way line, a distance of 111.31 feet to a Point of Compound Curvature of a curve concave to the Southwest, having a radius of 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 386.45 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° 08' 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. 88° 48' 00" W., along the South boundary of the SE 1/4 of the NW 1/4 of said Section 12, a distance of 1326.97 feet to the SE corner of the SW 1/4 of the NW 1/4 of said Section 12; thence N. 00° 51' 32" W., along the South boundary of the SW 1/4 of the NW 1/4 of said Section 12, a distance of 700.52 feet to the POINT OF BEGINNING.

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.

EXHIBIT D

WESTWOOD

WALDEN LAKE UNIT 30

REF: 5096 & 157  
REC: 5096 & 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.

EXHIBIT B

WESTWOOD

WALDEN LAKE UNIT 30

OFF: 5096 t 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.

EXHIBIT F

WESTWOOD  
WALDEN LAKE UNIT 30

DTT. 5096 & 159  
REG.

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.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 26 DAY OF June, 2019



PAT FRANK  
CLERK OF CIRCUIT COURT  
BY Pat Frank D.C.

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a corporation organized under the laws of the State of Florida, filed on August 12, 1987, as shown by the records of this office.

The document number of this corporation is N21998.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-sixth day of August, 2019



*Laurel M. Lee*

Laurel M. Lee

Secretary of State



ARTICLES OF INCORPORATION

OF

THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC.

A Florida Corporation Not For Profit

FILED  
1987 MAR 21 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of the Corporation is THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a Florida corporation not for profit, and is hereinafter called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots within the certain tract of property described on Exhibit A attached hereto, hereinafter referred to as the "Properties", and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for the purpose to:

1. exercise the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Properties and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, and as the same may be amended from time to time as provided, said Declaration being incorporated herein as if set forth at length;
2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments, pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3. acquire by gift, (purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. borrow money; and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

7. have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes (1985), as it may now or hereafter have or exercise.

#### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

A. 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 the Declaration of Covenants, Conditions and Restrictions. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot 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.



B. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, 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 any such Lot, nor shall any split vote be permitted with respect to such Lot. 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. Every Owner of a Lot within WESTWOOD, 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 voting rights appurtenant to the Class B Lots shall be as follows: 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.

C. Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the

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

#### ARTICLE IV

##### DURATION

A. The Corporation shall exist perpetually, unless terminated as otherwise provided in these Articles of Incorporation.

#### ARTICLE V

##### SUBSCRIBERS

The name and residence of the subscriber of these Articles of Incorporation is:

Julius J. Zachau

2515 Countryside Blvd., Suite A  
Clearwater, FL 33575

#### ARTICLE VI

##### OFFICERS

The affairs of the Corporation are to be administered under the direction by the Board of Directors by a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may, from time to time, deem necessary. Such officers shall be elected annually at the annual meeting of the members of the Corporation as provided in the By-Laws. The names of the persons who are to serve as the initial officers until their succession at the first annual meeting of the members are as follows:

Kim Prosell

as President

Frank Kurchinski

as Vice President

Ja. Coi

as Secretary/Treasurer



ARTICLE VII

DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors. The initial Board of Directors of the Corporation shall consist of three (3) members. The names and addresses of the persons who are to serve as the initial Directors of the Corporation until the first election of their successors as provided for in the By-Laws are as follows:

Kim Frosell

1602 West Timberlane Drive  
Plant City, Florida 33566

Frank Kurchinski

1602 West Timberlane Drive  
Plant City, Florida 33566

Ja Cox

1602 West Timberlane Drive  
Plant City, Florida 33566

ARTICLE VIII

BY-LAWS

The initial By-Laws of the Corporation shall be adopted by the original Board of Directors and thereafter the By-Laws of the Corporation shall be made, altered or rescinded by the members of the Corporation in the manner set forth in the By-Laws.

ARTICLE IX

AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended from time to time, by the assent of seventy-five (75) percent of the aggregate of Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Such amendment shall be proposed by a majority of the Board of Directors or by a written resolution executed by not less than a majority of Class A Voting members and Class B voting members.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those

for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI  
INDEMNIFICATION

The Association shall indemnify every officer and director and every former officer and director to the full extent permitted by law.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the entire Board of Directors of this Association, have executed these Articles of Incorporation this 6<sup>th</sup> day of August 1987.

Julius J. Zschau  
Julius J. Zschau

STATE OF FLORIDA            )  
  )SS  
COUNTY OF PINELLAS        )

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized to take acknowledgements in the State and County aforesaid personally appeared Julius J. Zschau, to me known to be the person described as Incorporator in and who acknowledged before me that he has executed these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above, this 6<sup>th</sup> day of August, 1987.

Suzanne R. Isaacson  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 5, 1990  
BONDED THRU GENERAL INS. CO.



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, it is submitted that THE WESTWOOD HOMEOWNERS ASSOCIATION desiring to organize OF WALDEN LAKE, INC. or qualify under the laws of the State of Florida, with its principal place of business in the City of Plant City, State of Florida, has named SOROTA AND ZSCHAU, P.A., located at 2515 Countryside Blvd., Suite A, City of Clearwater, State of Florida, 33575, as its Agent to accept service of process within the State of Florida.

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

SOROTA AND ZSCHAU, P.A.

By: *John J. Wilson*  
(RESIDENT AGENT)

DATE: *Aug 6*, 1987

FILED  
1987 AUG 12 AM 11:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Westwood Homeowners Association, Inc.  
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BY-LAWS

OF

THE WESTWOOD HOMEOWNERS ASSOCIATION  
OF WALDEN LAKE, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., hereinafter referred to as "The Association".

Section 2. Location. The principal office of the Association's serving agent shall be located at 3035 Griffin Boulevard, Plant City, Florida 33566, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., its successors and

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Construction Parcel" shall mean any lot shown on any original plat of the Properties.

Section 4. "Lot" shall mean and refer to any plot of land shown on any recorded amended plat of the Properties.

Section 5. "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.

Section 6. "Declarant" shall mean and refer to WALDEN LAKE, INC. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.



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Section 10. "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.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the vote's of the Class A Voting members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one fifth (1/5) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarant, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Place. All members meetings shall be held within Hillsborough County, Florida.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Term of Office. At the 2010 annual meeting the members shall elect four (4) directors for a term of one (1) year and three (3) directors at large one who shall serve a term of three years. For the Initial term one of these directors at large shall serve a term of three years, and one shall serve a term of two

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years, and one shall serve a term of one year. At each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years to replace the director at large whose term will expire.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the voting members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than (3) three days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the

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transaction of business. Every act, or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is, present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and

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such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section b. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it, if the president does not, on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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ARTICLE IX

COMMITTEES

Section 1. Generally. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Section 1. Generally. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1. Generally. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed under Florida law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

Section 1. Generally. The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII

COMMON AREA

Section 1. The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Lot Owners (excluding the Declarant).

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Section 2. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement.

ARTICLE XIV

AMENDMENTS

Section 1. Generally. These By-Laws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Amendments to these By-Laws may be proposed, in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) Class A members. HUD/VA, for so long as there is a Class B Membership, shall have the right to veto amendments to these By-Laws.

ARTICLE XIV

CONFLICTS

Section 1. Generally. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being the Officers of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., have hereunto set our hands this 17th day of April, 2010.



Lawrence C. Olson  
President,  
Westwood Homeowners Association



Reginald C. Scott  
Vice-President  
Westwood Homeowners Association

Westwood Homeowners Association, Inc.  
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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of THE WESTWOOD HOMEOWNERS ASSOCIATION OF WALDEN LAKE, INC., a Florida corporation not for profit, and,

THAT the these By-Laws constitute the total By-Laws of said Association, as duly adopted at a meeting of the original Board of Directors held on the 19<sup>th</sup> day of August 1987 and as amended at the annual meeting of the Association's members on the 16<sup>th</sup> day of January 2010 and approved by the Board of Directors on the 20<sup>th</sup> day of February, 2010.



Luke Carvalho  
Secretary  
Westwood Homeowners Association

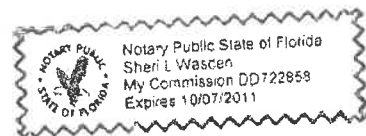
Corporate Seal

State of Florida  
County of Hillsborough

This instrument was acknowledged before me on April 17<sup>th</sup> 2010  
Westwood Homeowners Ass.  
As Luke Carvalho a representative of  
Westwood board of directors - Secretary.

Produced Identification ID Number and Type of ID  
C614537 714620

Sheri L Wasden  
Sheri L. Wasden, Notary Public, State of Florida



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY  
OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
THIS 12<sup>th</sup> DAY OF May 2010



CLERK OF CIRCUIT COURT  
BY [Signature]  
DEPUTY CLERK

**PROPERTY OWNER'S LIST  
WESTWOOD - UNIT 30 PHASE I SECTION A  
LOTS 1-12, BLK 1  
012276.00000**

FOLIO NO.	OWNER LAST NAME	OWNER 1	OWNER 2	PROPERTY ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS	LOT	BLK	COMMENTS
2032749156	ADCOCK	JOHN A ADCOCK II	ALLISON L ADCOCK	3106 THACKERY CT	PLANT CITY, FL 33566		3	1	
2032749152	ATON	FRANCISKA A ATON		3102 THACKERY CT	PLANT CITY, FL 33566		1	1	
2032749160	BELLINO	KATHLEEN F BELLINO		3107 THACKERY CT	PLANT CITY, FL 33566		5	1	
2032749174	CAUSEY	ROBERT CALEB CAUSEY	SARAH ELIZABETH CAUSEY	4111 BARRET AVE	PLANT CITY, FL 33566		12	1	
2032749154	DAY	STEVEN D DAY	SHARON K DAY	3104 THACKERY CT	PLANT CITY, FL 33566		2	1	
2032749158	HERNANDEZ	HUGO HERNANDEZ JR	SHARON A HERNANDEZ	3108 THACKERY CT	PLANT CITY, FL 33566		4	1	
2032749164	KERR	WADE D KERR	KAREN L KERR	3103 THACKERY CT	PLANT CITY, FL 33566		7	1	
2032749162	LAATSCH	JOEL M LAATSCH	ANGLEA C LAATSCH	3105 THACKERY CT	PLANT CITY, FL 33566		6	1	
2032749170	ARENAS	JUDITH MARRUPE	LUIS A ARENAS	4107 BARRETT AVE	PLANT CITY, FL 33566		10	1	
2032749172	SEAY	DOUGLAS SEAY		4109 BARRET AVE	PLANT CITY, FL 33566		11	1	
2032749166	THISON	DONALD THISON	PATRICIA THISON	3101 THACKERY CT	PLANT CITY, FL 33566		8	1	
2032749168	WILLIAMS	DARRYL F WILLIAMS		4105 BARRET AVE	PLANT CITY, FL 33566		9	1	





PROPERTY OWNER'S LIST  
 WESTWOOD - UNIT 30 PHASE I SECTION B  
 LOTS 13-19 AND 52, BLK 1; LOTS 1-4, BLK 2; LOTS 8-21, BLK 3  
 0122276.00000

FOLIO NO.	OWNER LAST NAME	OWNER 1	OWNER 2	PROPERTY ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS	LOT	BLK
2032749212	2018-2 IH BORROWER LP	2018-2 IH BORROWER LP, a Delaware limited partnership		4118 BARRET AVE	PLANT CITY, FL 33566	1717 MAIN ST STE 2000, DALLAS, TX 75201	12	3
2032749214	ADAMS	TINA ADAMS		4120 BARRET AVE	PLANT CITY, FL 33566		13	3
2032749224	BLACK	HENRY EDWARD BLACK JR	PEGGY ANNE BLACK	4130 BARRET AVE	PLANT CITY, FL 33566		18	3
2032749210	CARVALHO	LUKE CARVALHO	ERIKA CARVALHO	4116 BARRET AVE	PLANT CITY, FL 33566		11	3
2032749208	GAJEWSKI	RICHARD L GAJEWSKI	MARGARET E GAJEWSKI	4114 BARRET AVE	PLANT CITY, FL 33566		10	3
2032749182	HAMILTON	THOMAS S HAMILTON	UNKNOWN SPOUSE	4113 BARRET AVE	PLANT CITY, FL 33566		13	1
2032749218	HAWTHORNE	THOMAS HAWTHORNE	MICHELLE HAWTHORNE	4124 BARRET AVE	PLANT CITY, FL 33566		15	3
2032749196	LUCAS	LINDA S LUCAS		4129 BARRET AVE	PLANT CITY, FL 33566		1	2
2032749194	MCFAYL	JOYCE MCFAYL		3102 EMERSON PL	PLANT CITY, FL 33566		19	1
2032749228	MILLER	ELIZABETH W MILLER		4134 BARRET AVE	PLANT CITY, FL 33566	1410 TRADEWINDS AVE, LAKELAND, FL 33801	20	3
2032749206	PADGETT	GARY L PADGETT	NANCY D PADGETT	4112 BARRET AVE	PLANT CITY, FL 33566		9	3
2032749220	PEREZ, PEREZ-ANGON	MARTHA E PEREZ	ARTEMIO PEREZ-ANGON	4126 BARRET AVE	PLANT CITY, FL 33566		16	3
2032749192	PITTMAN	LISA HONERKAMP	PITTMAN	4123 BARRET AVE	PLANT CITY, FL 33566		18	1
2032749216	PLANT FRUIT COMPANY	PLANT FRUIT COMPANY a Florida corporation		4122 BARRET AVE	PLANT CITY, FL 33566	PO BOX 1118, PLANT CITY, FL 33564	14	3
2032749226	RALEY	JORDAN RALEY		4132 BARRET AVE	PLANT CITY, FL 33566		19	3
2032749204	RATEAU	BENZ RATEAU		4110 BARRET AVE	PLANT CITY, FL 33566		8	3
2032749200	READ	JONATHAN READ	BRITTANY READ	4133 BARRET AVE	PLANT CITY, FL 33566		3	2

2032749188	RODRIGUEZ	MARIA LORDES RODRIGUEZ, INDIVIDUALLY AND AS TRUSTEE OF THE ANTONIO RODRIGUEZ		4119 BARRET AVE	PLANT CITY, FL 33566		16	1
2032749184	SCHROER	MARK R SCHROER, INDIVIDUALLY AND AS CO- TRUSTEE OF THE MARK AND MARTHA SHROER REVOCABLE LIVING TRUST	MARTHA M SCHROER, INDIVIDUALLY AND AS CO- TRUSTEE OF THE MARK AND MARTHA SHROER REVOCABLE LIVING TRUST	4115 BARRET AVE	PLANT CITY, FL 33566		14	1
2032749222	SHIVER	KEVIN P SHIVER	LINDA V SHIVER	4128 BARRET AVE	PLANT CITY, FL 33566		17	3
2032749198	SOWIZDRZAL	MARK SOWIZDRZAL		4131 BARRET AVE	PLANT CITY, FL 33566		2	2
2032749195	TAH 2017-1 BORROWER LLC	TAH 2017-1 BORROWER LLC, a Delaware limited liability company		3101 EMERSON PL	PLANT CITY, FL 33566	C/O TRICON AMERICAN HOMES LLC, 1508 BROOKHOLLOW DR, SANTA ANA, CA 92705	52	1
2032749202	TOTH	MARK J TOTH	DAPHNE J TOTH	4135 BARRET AVE	PLANT CITY, FL 33566		4	2
2032749186	TUMBLESTON	ALFRED R TUMBLESTON JR	DEBRA K TUMBLESTON	4117 BARRET AVE	PLANT CITY, FL 33566		15	1
2032749230	VANSTRONDER	WILLIAM B VANSTRONDER	DEBORAH K VANSTRONDER	4136 BARRET AVE	PLANT CITY, FL 33566		21	3
2032749190	W J KEEL HOLDINGS LLC	W J KEEL HOLDINGS LLC, a Florida limited liability company		4121 S BARRET AVE	PLANT CITY, FL 33566	3016 SUTTON WOODS DR, PLANT CITY, FL 33566	17	1

PROPERTY OWNER'S LIST  
 WESTWOOD - UNIT 30 PHASE I SECTION C  
 LOTS 20-51, BLK 1  
 012276.00000

FOLIO NO.	OWNER LAST NAME	OWNER 1	OWNER 2	PROPERTY ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS	LOT	BLK
2032743044	BAIRD	MICHAEL BAIRD	LYNN MARIA BAIRD	3123 EMERSON PL	PLANT CITY, FL 33566		41	1
2032743040	BERGMAN	KARLA BERGMAN		3127 EMERSON PL	PLANT CITY, FL 33566		39	1
2032743038	BOYER	ROBERT F BOYER	L DIANE BOYER	3129 EMERSON PL	PLANT CITY, FL 33566		38	1
2032743054	BRANNIGAN	CHARLES J BRANNIGAN	TRACEY K BRANNIGAN	3113 EMERSON PL	PLANT CITY, FL 33566		46	1
2032743050	BURKY	THOMAS J BURKY II	SHANNON K BURKY	3117 EMERSON PL	PLANT CITY, FL 33566		44	1
2032743026	BURNETT, HALL	JOHN D BURNETT	ROSALIE E BURNETT	3128 EMERSON PL	PLANT CITY, FL 33566	1900 WILLIAMS RD, PLANT CITY, FL 33566	32	1
2032743060	COHEN	PAUL C COHEN	JANINE L HALL	3107 EMERSON PL	PLANT CITY, FL 33566		49	1
2032743008	CRANE	JEFFREY CRANE	JOY M CRANE	3110 EMERSON PL	PLANT CITY, FL 33566		23	1
2032743022	CUTSHALL	CAROL DIANA CUTSHALL		3124 EMERSON PL	PLANT CITY, FL 33566		30	1
2032743018	FAY	DENNIS M FAY	LINDA L FAY	3120 EMERSON PL	PLANT CITY, FL 33566	7203 COLONIAL LAKE DR, RIVERVIEW, FL 33578	28	1
2032743024	FREY	TIMOTHY FREY		3126 EMERSON PL	PLANT CITY, FL 33566		31	1
2032743048	FRICTSCH	ALBERT ANDREW FRITSCH	CHRISTINA N FRITSCH	3119 EMERSON PL	PLANT CITY, FL 33566		43	1
2032743058	FULLER	DAVID T FULLER	DEBRA A FULLER	3109 EMERSON PL	PLANT CITY, FL 33566		48	1
2032743034	JEFFERSON	HOLLY I JEFFERSON		3133 EMERSON PL	PLANT CITY, FL 33566	6100 N COUNTY ROAD 550 E, SHELBURN, IN 47879	36	1
2032743030	KYLE, KEY	DEVIN M KYLE	JORDAN R KEY	3132 EMERSON PL	PLANT CITY, FL 33566	804 VALENCIA RD, PLANT CITY, FL 33563	34	1
2032743002	LENNARD	ROBERT CRAIG LENNARD	PAMELA LENNARD	3104 EMERSON PL	PLANT CITY, FL 33566		20	1
2032743062	LONG	CHARLES R LONG JR	TERESA F LONG	3105 EMERSON PL	PLANT CITY, FL 33566		50	1
2032743032	LORINCZ	JAMES R LORINCZ	LINDA A LORINCZ	3134 EMERSON PL	PLANT CITY, FL 33566		35	1
2032743012	LUCAS	BRUCE E LUCAS		3114 EMERSON PL	PLANT CITY, FL 33566		25	1
2032743046	MEADOR	JAMES R MEADOR	PATRICIA B MEADOR	3121 EMERSON PL	PLANT CITY, FL 33566		42	1
2032743052	MURPHY, KOESTER	MICHELLE M MURPHY	DANIEL ARTHUR KOESTER	3115 EMERSON PL	PLANT CITY, FL 33566		45	1

2032743036	NAPOLITANO	RICHARD T NAPOLITANO JR	GINA NAPOLITANO	3131 EMERSON PL	PLANT CITY, FL 33566	4184 COQUINA KEY DR SE, ST. PETERSBURG, FL 33705	37	1
2032743014	NEIRA	ANNA NEIRA		3116 EMERSON PL	PLANT CITY, FL 33566		26	1
2032743010	RODRIGUEZ	ALEJITA RODRIGUEZ		3112 EMERSON PL	PLANT CITY, FL 33566		24	1
2032743064	RODRIGUEZ	LOUIS A RODRIGUEZ JR	MARCIA M RODRIGUEZ	3103 EMERSON PL	PLANT CITY, FL 33566		51	1
2032743020	SCHIFF	LEONARD J SCHIFF	KIMI R SCHIFF	3122 EMERSON PL	PLANT CITY, FL 33566		29	1
2032743028	SCOTT	ANGEL SCOTT		3130 EMERSON PL	PLANT CITY, FL 33566		33	1
2032743042	SCOTT	KEVIN A SCOTT	LINDA LEE SCOTT	3125 EMERSON PL	PLANT CITY, FL 33566		40	1
2032743006	TODOROW	STEVEN TODOROW	RACHEL TODOROW	3108 EMERSON PL	PLANT CITY, FL 33566		22	1
2032743016	TOOLE	JOHNATHON E TOOLE	JENNIFER TOOLE	3118 EMERSON PL	PLANT CITY, FL 33566		27	1
2032743056	TURCICH	JAMES P TURCICH	EARLA J S TURCICH	3111 EMERSON PL	PLANT CITY, FL 33566		47	1
2032743004	VALENTIN	ANGEL VALENTIN	YOLANDA VALENTIN	3106 EMERSON PL	PLANT CITY, FL 33566		21	1

**PROPERTY OWNER'S LIST**  
**WESTWOOD - UNIT 30 PHASE I SECTION D**  
**LOTS 5-22 AND 27-30, BLK 2; LOTS 1-7 AND 22-61, BLK 3; LOTS 1-19, BLK 4**  
**012276.00000**

FOLIO NO.	OWNER LAST NAME	OWNER 1	OWNER 2	PROPERTY ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS	LOT	BLK
2032749318	2018-1 IH BORROWER LP	2018-1 IH BORROWER LP, a Delaware limited partnership		4202S BARRET AVE	PLANT CITY, FL 33566	8665 E HARTFORD DR STE 200, SCOTTSDALE, AZ 85255	22	3
2032749372	2018-3 IH BORROWER LP	2018-3 IH BORROWER LP, a Delaware limited partnership		4311 KIPLING AVE	PLANT CITY, FL 33566	1717 MAIN ST STE 2000, DALLAS, TX 75201	49	3
2032749298	AICHBHAUMIK	DEBAJYOTI AICHBHAUMIK	KARABI AICHBHAUMIK	4317S BARRET AVE	PLANT CITY, FL 33566		28	2
2032749276	BALL	SEBASTIAN BALL	SERENITY BALL	422S BARRET AV	PLANT CITY, FL 33566		17	2
2032749368	BENTON	ENESEST J BENTON III	HANNAH R BENTON	431S KIPLING AVE	PLANT CITY, FL 33566	624 ARBOR LAKE LN, TAMPA, FL 33602	47	3
2032749346	BIONDOLILLO, MARTIN	BIONDOLILLO	HANNAH MARIE MARTIN	4306 BARRET AVE	PLANT CITY, FL 33566		36	3
2032749396	BOCHY	JOSEPH BOCHY	DIANE H BOCHY	4208 KIPLING AVE	PLANT CITY, FL 33566		61	3
2032749268	BRICKEY	BUFORD R BRICKEY	LESLIE A BRICKEY	4217 BARRET AVE	PLANT CITY, FL 33566		13	2
2032749340	BROCK	GLADYS D BROCK		4224 BARRET AVE	PLANT CITY, FL 33566		33	3
2032749416	BROOK	WILLIAM BRIAN BROOK	ALMA MARIE BROOK	4312 BARRET AVE	PLANT CITY, FL 33566		1	4
2032749430	BROWNLEE	DENNIS M BROWNLEE		4312 KIPLING AVE	PLANT CITY, FL 33566		8	4
2032749356	C C C GROVE CO	C C C GROVE CO, a Florida corporation		4327 KIPLING AVE	PLANT CITY, FL 33566	PO BOX 1118, PLANT CITY, FL 33564	41	3
2032749384	CARTY	ROBERT T CARTY JR	LYNDA A CARTY	4220 KIPLING AVE	PLANT CITY, FL 33566		55	3
2032749266	CARVEY	JOANNE L CARVEY, INDIVIDUALLY AND AS TRUSTEE OF THE CARVEY FAMILY TRUST U/AD 10/15/2015	DARRELL R CARVEY, INDIVIDUALLY AND AS TRUSTEE OF THE CARVEY FAMILY TRUST U/AD 10/15/2015	421S BARRET AVE	PLANT CITY, FL 33566		12	2
2032749338	CASON	JANIE A CASON		4222 BARRET AVE	PLANT CITY, FL 33566		32	3
2032749444	CAVALIER	RODNEY P CAVALIER	ANGELA M CAVALIER	4213 KIPLING AVE	PLANT CITY, FL 33566	2705 FOREST CLUB DR, PLANT CITY, FL 33566	15	4

2032749420	CERBERUS SFR HOLDINGS LP	CERBERUS SFR HOLDINGS LP, a Delaware limited partnership		4322 KIPLING AVE	PLANT CITY, FL 33566	1850 PARKWAY PL SE STE 900, MARIETTA, GA 30067	3	4
2032749428	COUTURE	MARY COUTURE		4314 KIPLING AVE	PLANT CITY, FL 33566		7	4
2032749314	CRAWFORD	SUN KYONG CRAWFORD		3203 HAWTHORNE CT	PLANT CITY, FL 33566		6	3
2032749328	CRESCO	GEORGE CRESCO	NANSY CRESCO	4212S BARRET AVE	PLANT CITY, FL 33566		27	3
2032749394	CROOKS, NICHOLS	BRUCE CROOKS	SHEENNA K NICHOLS	4210 KIPLING AVE	PLANT CITY, FL 33566		60	3
2032749308	DAWKINS	VICTORIA R DAWKINS		3206 HAWTHORNE CT	PLANT CITY, FL 33566		3	3
2032749316	DOLAN	BARBARA J DOLAN		4108 BARRET AVE	PLANT CITY, FL 33566		7	3
2032749362	DUNCAN	LINDA L DUNCAN		4321 KIPLING AVE	PLANT CITY, FL 33566		44	3
2032749382	ELWELL	RICHARD C ELWELL II		4301 KIPLING AVE	PLANT CITY, FL 33566		54	3
2032749434	ESCHENFELDER	JASON J ESCHENFELDER		4308 KIPLING AVE	PLANT CITY, FL 33566		10	4
2032749390	FARLEY	BRYAN THOMAS FARLEY	SHEENA B FARLEY	4214 KIPLING AVE	PLANT CITY, FL 33566		58	3
2032749302	GAGNON	BRUNO GAGNON	LORI GAGNON	4321 BARRET AVE	PLANT CITY, FL 33566	1008 BEE POND RD, PALM HARBOR, FL 34683	30	2
2032749438	GARCIA	FRANK W GARCIA JR	SUZANNE J GIANNARIS	4304 KIPLING AVE	PLANT CITY, FL 33566		12	4
2032749440	GIANNARIS	FREDERICK S GIANNARIS		4302 KIPLING AVE	PLANT CITY, FL 33566		13	4
2032749278	GREEN, DEMPS-	GAYLAND GREEN	ANGELA DEMPS-GREEN	4227 BARRET AVE	PLANT CITY, FL 33566		18	2
2032749354	GRIMMEL	LARRY D GRIMMEL	LAURIE GRIMMEL	4329 KIPLING AVE	PLANT CITY, FL 33566		40	3
2032749418	GRIMMEL	LARRY D GRIMMEL	LAURIE GRIMMEL	4324 KIPLING AVE	PLANT CITY, FL 33566		2	4
2032749254	GUNN	PHILLIP D GUNN	CHRISTINA GUNN	4203 BARRET AVE	PLANT CITY, FL 33566		6	2
2032749280	HARDY	THEODORE A HARDY	PAULETTE ALEXANDER HARDY	4229 BARRETT AVE	PLANT CITY, FL 33566		19	2
2032749286	HARTY	EMILE L HARTY	DEBORAH A HARTY	4305 BARRETT AVE	PLANT CITY, FL 33566		22	2
2032749260	HAYS	SHARON HAYS		4209 BARRET AVE	PLANT CITY, FL 33566		9	2
2032749262	HAYS	LARRY G HAYS	BEVERLY ANN HAYS	4211 BARRET AVE	PLANT CITY, FL 33566		10	2
2032749426	HEATH	DON E HEATH, INDIVIDUALLY AND AS TRUSTEE OF THE DON E HEATH REVOCABLE TRUST AGREEMENT U/A/D 2/17/2003		4316 KIPLING AVE	PLANT CITY, FL 33566		6	4

2032749374	HEROLD	ANTHONY HEROLD	LAUREN HEROLD	4309 KIPLING AVE	PLANT CITY, FL 33566		50	3
2032749272	HINTON	WANDA J HINTON	DEREK G HINTON	4221 BARRET AVE	PLANT CITY, FL 33566	1456 WALDEN OAKS PL, PLANT CITY, FL 33563	15	2
2032749370	HOWELL	CAROL G HOWELL		4313 KIPLING AVE	PLANT CITY, FL 33566		48	3
2032749366	HPA BORROWER 2016-1 LLC	HPA BORROWER 2016-1 LLC, a Delaware limited liability company		4317 KIPLING AVE	PLANT CITY, FL 33566	180 N STEETSON AVE STE 3650, CHICAGO, IL 60601	46	3
2032749376	HUDSON	CHARLES E HUDSON	LORI D HUDSON	4307 KIPLING AVE	PLANT CITY, FL 33566		51	3
2032749300	IH6 PROPERTY FLORIDA LP	IH6 PROPERTY FLORIDA LP, a Delaware limited partnership		4319 BARRET AVE	PLANT CITY, FL 33566	C/O INVITATION HOMES TAX DEPT, 1717 MAIN ST STE 2000, DALLAS, TX 75201	29	2
2032749422	IH6 PROPERTY FLORIDA LP	IH6 PROPERTY FLORIDA LP, a Delaware limited partnership		4320 KIPLING AVE	PLANT CITY, FL 33566	5310 CYPRESS CENTER DR STE 105, TAMPA, FL 33609	4	4
2032749324	JOHNSON	ROY LEWIS JOHNSON JR		4208 BARRET AVE	PLANT CITY, FL 33566		25	3
2032749282	KOLBASOV	VLADIMIR G KOLBASOV		4301 BARRETT AVE	PLANT CITY, FL 33566		20	2
2032749452	LAMBA	SAVI LAMBA	SUNITA LAMBA	4205 KIPLING AVE	PLANT CITY, FL 33566	2102 N GOLFVIEW DR, PLANT CITY, FL 33566	19	4
2032749380	LANE	ALAN D LANE		4303 KIPLING AVE	PLANT CITY, FL 33566		53	3
2032749424	MASTNY	CRAIG S MASTNY	LINDA M MASTNY	4318 KIPLING AVE	PLANT CITY, FL 33566		5	4
2032749326	MCCARDA LLC	MCCARDA LLC, a Florida limited liability company		4210 BARRET AVE	PLANT CITY, FL 33566	2216 S ALEXANDER ST, PLANT CITY, FL 33563	26	3
2032749442	MCGEE	OSCAR J MCGEE, INDIVIDUALLY AND AS		4215 KIPLING AVE	PLANT CITY, FL 33566		14	4
2032749386	MCINERNEY	ROBERT J MCINERNEY	WANDA L MCINERNEY	4218 KIPLING AVE	PLANT CITY, FL 33566		56	3
2032749342	MEROLA	ROBERT B MEROLA		4226 BARRET AVE	PLANT CITY, FL 33566		34	3
2032749360	MEZEN, BOGGAN	JEFFREY G MEZEN	DEBRA A MEZEN FRANCIS J BOGGAN FRANCES M BOGGAN	4323 KIPLING AVE	PLANT CITY, FL 33566		43	3
2032749264	MOORE	BOBBIE D MOORE		4213 BARRET AVE	PLANT CITY, FL 33566		11	2
2032749446	MUTERT	MICHAEL E MUTERT		4211 KIPLING AVE	PLANT CITY, FL 33566		16	4
2032749310	QUELLETTE	WAYNET QUELLETTE JR	VICTORIA QUELLETTE	3207 HAWTHORNE CT	PLANT CITY, FL 33566		4	3
2032749274	OVERBO	GARY D OVERBO	SUSAN B OVERBO	4223 BARRET AVE	PLANT CITY, FL 33566		16	2
2032749330	PARKER	LAURIE PARKER	LESLIE ANN PARKER	4214 BARRET AVE	PLANT CITY, FL 33566		28	3
2032749284	PATEL	DINUBHAI B PATEL	UMA R PATEL	4303 BARRETT AVE	PLANT CITY, FL 33566		21	2
2032749258	POLK	WILLIAM FRANKLIN POLK JR	SUSAN LYNCH POLK	4207 BARRET AVE	PLANT CITY, FL 33566		8	2
2032749334	POWELL	SHIRLEY D POWELL		4218 BARRET AVE	PLANT CITY, FL 33566		30	3

2032749336	POWELL	M ANNETTE POWELL		4220 BARRET AVE	PLANT CITY, FL 33566		31	3
2032749306	ROCHA	JAY A ROCHA	JULIE A ROCHA	3204 HAWTHORNE CT	PLANT CITY, FL 33566		2	3
2032749352	ROMANO, WILLIAMS	ROBERT L ROMANO SR	EDWARD K WILLIAMS JR	4331 KIPLING AVE	PLANT CITY, FL 33566	801 BROOK DR APT 3, STREAMWOOD, IL 60107	39	3
2032749256	SALHUS, LOVE	VICKI SALHUS	ROBERT L LOVE	4205 BARRET AVE	PLANT CITY, FL 33566	3438 SILVER MEADOW WAY, PLANT CITY, FL 33566	7	2
2032749320	SALTER TRUST	SALTER TRUST		4204 BARRET AVE	PLANT CITY, FL 33566	511 E CARACAS ST TAMPA, FL 33603	23	3
2032749350	SELES	DUSTIN A SELES	SAMANTHA MARIE SELES	4310 BARRET AVE	PLANT CITY, FL 33566		38	3
2032749296	SHARP	ANDREW WILLIAM SHARP	ERIKA WYMAN, ERIKA SMITH	4315 BARRET AVE	PLANT CITY, FL 33566		27	2
2032749436	SMITH	THOMAS SMITH	KATHERINE R JONES- SMITH	4306 KIPLING AVE	PLANT CITY, FL 33566		11	4
2032749332	SMITH, JONES- SMITH	RAY SMITH		4216 BARRET AVE	PLANT CITY, FL 33566		29	3
2032749304	SRP SUB LLC	SRP SUB LLC, a Delaware limited liability company		3202 HAWTHORNE CT	PLANT CITY, FL 33566	1717 MAIN ST STE 2000, DALLAS, TX 75201	1	3
2032749388	ST AMAND, SAWNEY	HEATHER R ST AMAND	HELEN A SAWNEY	4216 KIPLING AVE	PLANT CITY, FL 33566		57	3
2032749322	STINE PROPERTIES II LLC	STINE PROPERTIES II LLC		4206 BARRET AVE	PLANT CITY, FL 33566		24	3
2032749348	SWARTMAN	HOLLY BERRY SWARTMAN		4308 BARRET AVE	PLANT CITY, FL 33566		37	3
2032749448	VARUGHESE	SHAJI VARUGHESE	GRACE VARUGHESE	4209 KIPLING AVE	PLANT CITY, FL 33566	2306 CLUBHOUSE DR, PLANT CITY, FL 33566	17	4
2032749450	VELEZ, QUINTANA	RICHARD NEGRON VELEZ	MAYRA N QUINTANA	4207 KIPLING AVE	PLANT CITY, FL 33566		18	4
2032749358	VOGEL	JAMES F VOGEL JR	JUDITH L VOGEL	4325 KIPLING AVE	PLANT CITY, FL 33566	2305 GATEWOOD ST, PLANT CITY, FL 33563	42	3
2032749252	WARNER	GREGORY R WARNER		4201 BARRET AVE	PLANT CITY, FL 33566		5	2
2032749344	WASDEN	SHERIL L WASDEN	BOBBIE R WASDEN	4304 BARRET AVE	PLANT CITY, FL 33566		35	3
2032749392	WELLS, LOCKHART WELLS	CRAIG STEPHEN WELLS	KIM WINN LOCKHART- WELLS	4212 KIPLING AVE	PLANT CITY, FL 33566		59	3
2032749378	WESTER, SCOTT WESTER	BART W WESTER	ELIZABETH C SCOTT WESTER	4305 KIPLING AVE	PLANT CITY, FL 33566		52	3
2032749312	WICKER	WILLIAM P WICKER	SUZANNE B WICKER	3205 HAWTHORNE CT	PLANT CITY, FL 33566		5	3
2032749432	WIGGINS	JOSHUA WIGGINS		4310 KIPLING AVE	PLANT CITY, FL 33566	10541 CANARY ISLE DR, TAMPA, FL 33647	9	4
2032749270	YOUNG	JAL PERRY YOUNG	BETTY W YOUNG	4219 BARRET AVE	PLANT CITY, FL 33566		14	2



2032749364	ZIEGLER, TILGHMAN	THOMAS ZIEGLER	IMA J ZIEGLER BETTY TILGHMAN	4319 KIPLING AVE	PLANT CITY, FL 33566		45	3
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**PROPERTY OWNER'S LIST**  
**WESTWOOD - UNIT 30 PHASE II SECTION C**  
**LOTS 31-50, BLK 2; LOTS 22-39, BLK 4; LOTS 1-15, BLK 5; LOTS 21-35, BLK 7; LOTS 1-24, BLK 8**  
**012276.00000**

FOLIO NO.	OWNER LAST NAME	OWNER 1	OWNER 2	PROPERTY ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS	LOT	BLK
2032749740	AUSTIN	DEBORAH A AUSTIN		4316 BARRET AVE	PLANT CITY, FL 33566		38	4
2032749654	AVILEZ, HERNANDEZ	GANINA B AVILEZ	HUGO HERNANDEZ	4335 BARRET AVE	PLANT CITY, FL 33566		37	2
2032749650	BAXTER	DENNIS RAY BAXTER	TERESA R BAXTER	4331 BARRET AVE	PLANT CITY, FL 33566		35	2
2032749812	BEASLEY	JOHN MICHAEL BEASLEY		4101 LONGFELLOW DR	PLANT CITY, FL 33566		5	8
2032749832	BERRY	KAREN D BERRY		4121 LONGFELLOW DR	PLANT CITY, FL 33566		15	8
2032749662	BERST	MICHAEL BERST	ALYSSA BERST	4201 THACKERY WAY	PLANT CITY, FL 33566		41	2
2032749834	BLIZZARD	ROBERT J BLIZZARD	KRISTIN M BLIZZARD	4123 LONGFELLOW DR	PLANT CITY, FL 33566		16	8
2032749792	BOWERS	JEFFREY BOWERS	MICHELLE BOWERS	4112 LONGFELLOW DR	PLANT CITY, FL 33566		30	7
2032749772	BRIDGMON	ROBERT AMOS BRIDGMON	SUSAN MADINE BRIDGMON	4324 BARRET AVE	PLANT CITY, FL 33566		15	5
2032749778	BRITTAIN	DUSTIN G BRITTAIN	ERIN E BRITTAIN	4126 LONGFELLOW DR	PLANT CITY, FL 33566		23	7
2032749804	BROOKS	JOHN ALLISON BROOKS		4204 THACKERY WAY	PLANT CITY, FL 33566		1	8
2032749760	BURKETT, MARR	STEVEN E BURKETT	SUSAN LYNN MARR	4304 LONGFELLOW DR	PLANT CITY, FL 33566		9	5
2032749796	CAMPANELLI	JOSEPH CAMPANELLI	CRYSTAL ANN CAMPANELLI	4108 LONGFELLOW DR	PLANT CITY, FL 33566		32	7
2032749756	CARMAN	TINA M CARMAN		4207 LONGFELLOW DR	PLANT CITY, FL 33566		7	5
2032749670	CARONNA, JOHNS	VINCENT CARONNA	CAROLYN JOHNS	4115 THACKERY WAY	PLANT CITY, FL 33566	3 TIMBER POINT LN, EAST MORICHES, NY 11940	45	2
2032749736	CIPRIANO	MATTHEW J CIPRIANO	JENNIFER C CIPRIANO	4313 LONGFELLOW DR	PLANT CITY, FL 33566		36	4
2032749836	CLARK	GINA BRIANA CLARK	MARLIN SCOTT CLARK JR	4108 THACKERY WAY	PLANT CITY, FL 33566		17	8
2032749842	CREGIER	TRACY C CREGIER		4103 ELIOT PL	PLANT CITY, FL 33566		20	8

2032749730	DALTON	JACK C DALTON, INDIVIDUALLY AND AS CO- TRUSTEE OF THE DALTON LIVING TRUST U/A/D 11/7/1996	SUZANNE N DALTON, INDIVIDUALLY AND AS CO- TRUSTEE OF THE DALTON LIVING TRUST U/A/D 11/7/1996	4307W LONGFELLOW DR	PLANT CITY, FL 33566	420 ARIA CT, EL DORADO HILLS, CA 95762	33	4
2032749748	DAVIS	TABITHA L DAVIS		3223 THACKERY WAY	PLANT CITY, FL 33566	22833 COLLRIDGE DR, LAND O LAKES, FL 34639	3	5
2032749808	DOMINGUES	MARIO F DOMINGUES		4208 THACKERY WAY	PLANT CITY, FL 33566	2812 PINE CLUB DR, PLANT CITY, FL 33566	3	8
2032749676	DUBE	JACQUELINE MAE DUBE, LIFE ESTATE	MICHAEL CHRIS DUBE TAMARA JEAN POLLOCK BRUCE PAUL DUBE	4109 THACKERY WAY	PLANT CITY, FL 33566		48	2
2032749742	DUNK	WILLIAM C DUNK	SUZANNE T DUNK	4314 BARRET AVE	PLANT CITY, FL 33566	14125 NW 15TH LN, GAINESVILLE, FL 32606	39	4
2032749846	DUSSE	ROBERT D DUSSE	SHERI L DUSSE	4107 ELIOT PL	PLANT CITY, FL 33566		22	8
2032749724	DZIEKAN	WALTER A DZIEKAN		4301 LONGFELLOW DR	PLANT CITY, FL 33566		30	4
2032749824	ELLIS	JOHN M ELLIS IV	LAUREN L ELLIS	4113 LONGFELLOW DR	PLANT CITY, FL 33566		11	8
2032749668	EWALD	STEVEN R EWALD	PATRICIA M EWALD	4117 THACKERY WAY	PLANT CITY, FL 33566		44	2
2032749788	FLEER	DOUGLAS E FLEER JR	BROOKE FLEER	4116 LONGFELLOW DR	PLANT CITY, FL 33566		28	7
2032749680	GAROFALO	DIANE GAROFALO		4105 THACKERY WAY	PLANT CITY, FL 33566		50	2
2032749802	GENTRY, FRYE	DAVID A GENTRY	CAITLIN O FRYE	4102 LONGFELLOW DR	PLANT CITY, FL 33566		35	7
2032749782	GOSSELIN	KEITH M GOSSELIN	PATRICE ANN GOSSELIN	4122 LONGFELLOW DR	PLANT CITY, FL 33566		25	7
2032749744	GUARISCO, READINGER	RYAN GUARISCO	KRISTIN N READINGER	3227 THACKERY WAY	PLANT CITY, FL 33566		1	5
2032749712	HAHN	LEANNE HAHN	STEVEN J HAHN	4204 LONGFELLOW DR	PLANT CITY, FL 33566		24	4
2032749746	HANSON	EGAN HANSON		3225 THACKERY WAY	PLANT CITY, FL 33566		2	5
2032749708	HARDY	AMARYLLIS HARDY, F/K/A AMARYLLIS MCEVER, INDIVIDUALLY AND AS TRUSTEE OF WALDEN LAKES UNIT 30 LAND TRUST 3217		3217 THACKERY WAY	PLANT CITY, FL 33566	4403 CLUBHOUSE RD, LAKELAND, FL 33812	22	4
2032749678	HATCHER	REBECCA HATCHER		4107 THACKERY WAY	PLANT CITY, FL 33566		49	2
2032749800	HAYES	LISA M HAYES		4104 LONGFELLOW DR	PLANT CITY, FL 33566	701 W PINEDALE DR, PLANT CITY, FL 33563	34	7
2032749850	HAYNIE	KELLI A HAYNIE	MATTHEW HAYNIE	4104 ELIOT PL	PLANT CITY, FL 33566		24	8
2032749790	HENCKE	BRADLEY A HENCKE	BROOKE E HENCKE	4114 LONGFELLOW DR	PLANT CITY, FL 33566		29	7
2032749722	HESTER, DONALDSON	STUART CLAY HESTER	MALCOLM STANLEY DONALDSON	4214 LONGFELLOW DR	PLANT CITY, FL 33566	PO BOX 925, SEFFNER, FL 33563	29	4
2032749774	HOUSHOLDER	JEFFREY J HOUSHOLDER	SHARON L HOUSHOLDER	4130 LONGFELLOW DR	PLANT CITY, FL 33566	8430 BOXWOOD DR, TAMPA, FL 33615	21	7

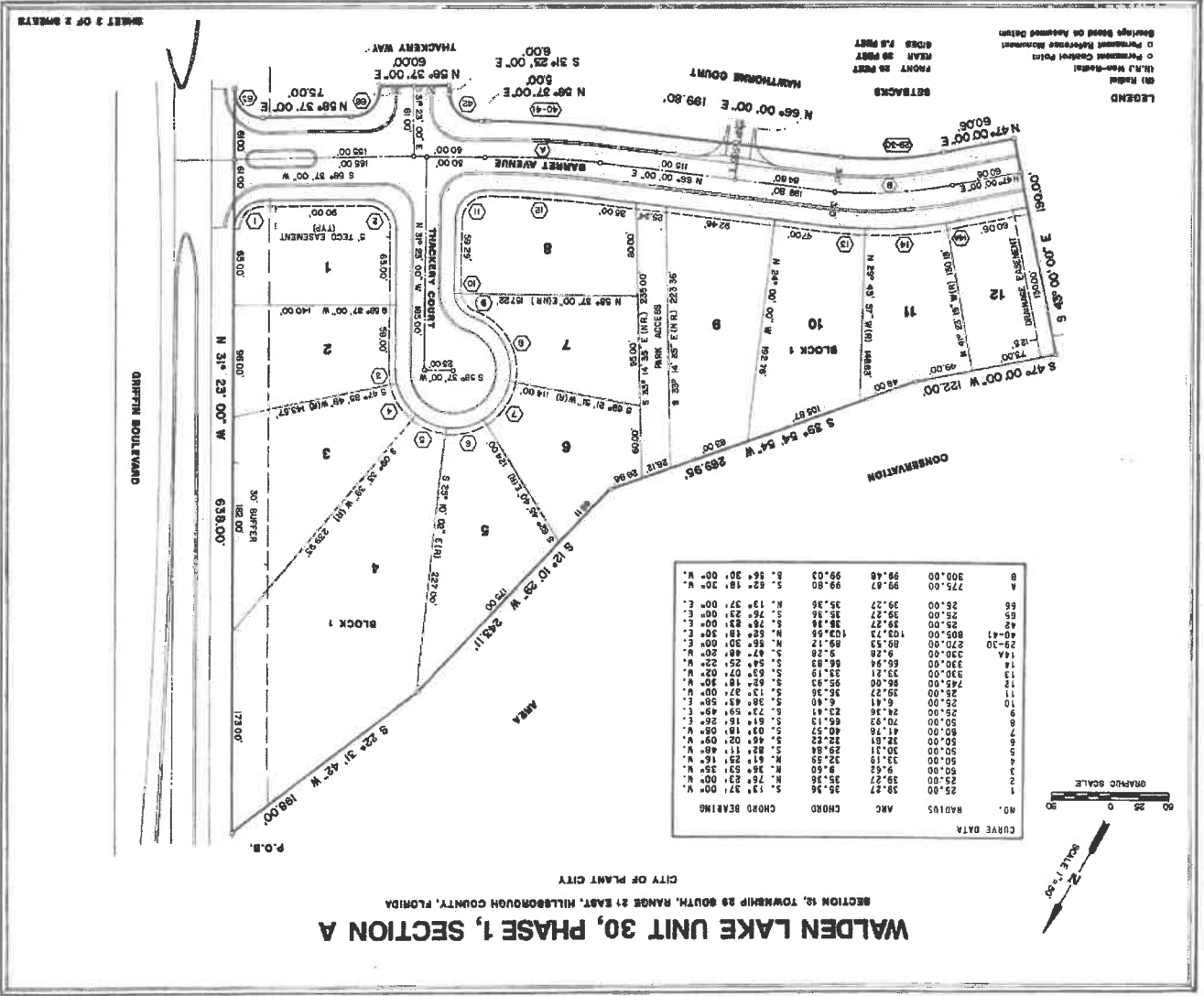
2032749794	JENKINS	SHELLIE A JENKINS		4110 LONGFELLOW DR	PLANT CITY, FL 33566		31	7
2032749642	JOHNSON	CHARLES M JOHNSON	JUDY D JOHNSON	4323 BARRET AVE	PLANT CITY, FL 33566		31	2
2032749666	KELLY	TIMOTHY J KELLY	VALERIE A KELLY	4119 THACKERY WAY	PLANT CITY, FL 33566		43	2
2032749674	KERR	SANDRA L KERR		4111 THACKERY WAY	PLANT CITY, FL 33566		47	2
2032749720	KHAN	RAIS AHMAD KHAN	SHERI KHAN	4212 LONGFELLOW DR	PLANT CITY, FL 33566	3942 WHISTLEWOOD CHR. LAKELAND, FL 33811	28	4
2032749754	KINGSLEY	WILLIAM KINGSLEY		4205 LONGFELLOW DR	PLANT CITY, FL 33566		6	5
2032749840	KORDEK	GEORGE T KORDEK	CARLA K KORDEK	4202 THACKERY WAY	PLANT CITY, FL 33566		19	8
2032749806	KUHLMEYER	RICHARD J KUHLMEYER	ELISABETH M KUHLMEYER	4206 THACKERY WAY	PLANT CITY, FL 33566		2	8
2032749750	LEMELIN	MICHAEL LEMELIN		3221 THACKERY WAY	PLANT CITY, FL 33566	8202 MAYS AVE, RIVERVIEW, FL 33578	4	5
2032749734	LIENTZ	MELINDA L LIENTZ	ANDREW D LIENTZ	4311 LONGFELLOW DR	PLANT CITY, FL 33566		35	4
2032749786	LITTMAN	ERIKA LITTMAN		4118 LONGFELLOW DR	PLANT CITY, FL 33566		27	7
2032749828	LOBIE	ROBERT AMOS BRIDGMON LOBIE	ANGELA LOBIE	4117 LONGFELLOW DR	PLANT CITY, FL 33566		13	8
2032749770	MADILL	DUANE A MADILL		4322 BARRET AVE	PLANT CITY, FL 33566		14	5
2032749818	MASON	MELISSA B MASON, INDIVIDUALLY AND AS CO- TRUSTEE OF THE RODNEY AND MELISSA MASON REVOCABLE TRUST U/A/D 12/5/2018	RODNEY W MASON, INDIVIDUALLY AND AS CO- TRUSTEE OF THE RODNEY AND MELISSA MASON REVOCABLE TRUST U/A/D 12/5/2018	4107 LONGFELLOW DR	PLANT CITY, FL 33566	4321 LEIGH RD, PLANT CITY, FL 33566	8	8
2032749830	MASTROCOLA	NANCY MASTROCOLA		4119 LONGFELLOW DR	PLANT CITY, FL 33566		14	8
2032749776	MAWHINNEY	JEFFREY A MAWHINNEY	CLAIRE O MAWHINNEY	4128 LONGFELLOW DR	PLANT CITY, FL 33566		22	7
2032749848	MCBRIDE	RICHARD MCBRIDE		4106 ELIOT PL	PLANT CITY, FL 33566		23	8
2032749822	MCFALL	JOE P MCFALL		4111 LONGFELLOW DR	PLANT CITY, FL 33566		10	8
2032749710	MITCHELL	JOHN DAVID MITCHELL		3219 THACKERY WAY	PLANT CITY, FL 33566		23	4
2032749728	NESSMITH	ALLYSON M NESSMITH		4305 LONGFELLOW DR	PLANT CITY, FL 33566		32	4
2032749658	NOYES	JAMES D NOYES	SUZANNE P NOYES	4205 THACKERY WAY	PLANT CITY, FL 33566		39	2
2032749814	ORTIZ, ALVARADO-	VERONICA A ORTIZ	MARCO ANTONIO ALVARADO-BERNAL	4103 LONGFELLOW DR	PLANT CITY, FL 33566		6	8
2032749844	PARRISH	CARLOS ORTIZ	CYNTHIA A PARRISH	4105 ELIOT PL	PLANT CITY, FL 33566		21	8
2032749820	PIERCE	JOY ANGEL PIERCE		4109 LONGFELLOW DR	PLANT CITY, FL 33566		9	8
2032749732	POLANCO	DARLING POLANCO		4309 LONGFELLOW DR	PLANT CITY, FL 33566		34	4
2032749646	PORTER	JAMES PORTER		4327 BARRET AVE	PLANT CITY, FL 33566		33	2
2032749798	PORTER	NATALIE F PORTER	JOSHUA JAMES CASSIANO	4106 LONGFELLOW DR	PLANT CITY, FL 33566		33	7

2032749664	RODOCKER	RICHARD W RODOCKER	KAREN E RODOCKER	4121 THACKERY WAY	PLANT CITY, FL 33566	818 HEMLOCK ST NW, MASSILON, OH 44647	42	2
2032749660	ROGERS	WADE A ROGERS	ROBIN M ROGERS	4203 THACKERY WAY	PLANT CITY, FL 33566		40	2
2032749652	SANCHEZ	GUILLELMO ANDRES SANCHEZ	CLARICE KAY SANCHEZ	4333 BARRET AVE	PLANT CITY, FL 33566		36	2
2032749758	SANTIAGO	ABRAHAM R SANTIAGO	JESIANA SANTIAGO	4302 LONGFELLOW DR	PLANT CITY, FL 33566		8	5
2032749716	SCHAUB	VICKI H SCHAUB, INDIVIDUALLY AND AS TRUSTEE OF THE VICKI H SCHAUB REVOCABLE LIVING TRUST U/AD 7/13/2012						
2032749752	SCHULGEN	MAUREEN C SCHULGEN	TAMARA D SHAW	4208 LONGFELLOW DR	PLANT CITY, FL 33566		26	4
2032749810	SHAW	IRA J SHAW II		4203 LONGFELLOW DR	PLANT CITY, FL 33566		5	5
2032749718	SHEHAN	JUDITH A SHEHAN, INDIVIDUALLY AND AS TRUSTEE OF THE JUDITH A SHEHAN REVOCABLE TRUST U/TTA DATED 5/6/2015	MARY KL MCNICHOI SIRMONS	3226 THACKERY WAY	PLANT CITY, FL 33566		4	8
2032749714	SIRMONS	JEFFREY SIRMONS		4210 LONGFELLOW DR	PLANT CITY, FL 33566		27	4
2032749762	SITTON	JOHN MARTIN SITTON		4206 LONGFELLOW DR	PLANT CITY, FL 33566		25	4
2032749784	SMITH	KEVIN W SMITH		4306 LONGFELLOW DR	PLANT CITY, FL 33566		10	5
				4120 LONGFELLOW DR	PLANT CITY, FL 33566		26	7
2032749838	TAH 2017 1 BORROWER LLC	TAH 2017 1 BORROWER LLC, a Delaware limited liability company				C/O TRICON AMERICAN HOMES LLC, 1508 BROOKHOLLOW DR, SANTA ANA, CA 92705	18	8
2032749764	TAYBURN	WENDELL J TAYBURN JR	SHEREE LYNN TAYBURN	4110 THACKERY WAY	PLANT CITY, FL 33566			
2032749766	TERRELL	ELZIE TERRELL JR	ROBERTA D TERRELL	4308 LONGFELLOW DR	PLANT CITY, FL 33566		11	5
2032749726	THEME	TRAVIS THEME	MAISHA THEME	4318 BARRET AVE	PLANT CITY, FL 33566		12	5
		DAVID B THOMPSON, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID B THOMPSON AND ANN M THOMPSON REVOCABLE TRUST DTD 11/30/2006	ANN M TRUSTEE, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID B THOMPSON AND ANN M THOMPSON REVOCABLE TRUST DTD 11/30/2006	4303 LONGFELLOW DR	PLANT CITY, FL 33566		31	4
2032749672	THOMPSON			4113 THACKERY WAY	PLANT CITY, FL 33566		46	2
2032749826	TOCCI	ANDREA M TOCCI		4115 LONGFELLOW DR	PLANT CITY, FL 33566		12	8

2032749768	TRW TRUSTEE SERVICES LLC	TRW TRUSTEE SERVICES LLC, a Florida limited liability company		4320 BARRET AVE	PLANT CITY, FL 33566	234 MAIN RD, LAKE MARY, FL 32746	13	5
2032749738	UNDERWOOD	GERALD G UNDERWOOD JR		4315 LONGFELLOW DR	PLANT CITY, FL 33566		37	4
2032749780	WARD	KEITH A WARD	HOLLY STEWART WARD	4124 LONGFELLOW DR	PLANT CITY, FL 33566		24	7
2032749696	WEAVER, BRITT	DESTINY WEAVER	KENNETH BRITT	4207 THACKERY WAY	PLANT CITY, FL 33566		38	2
2032749648	WEBB	MARK D WEBB	CHERYL A WEBB	4329 BARRET AVE	PLANT CITY, FL 33566		34	2
2032749644	WESTLAKE	RUTH P WESTLAKE		4325 BARRET AVE	PLANT CITY, FL 33566		32	2
2032749816	WORDEN	DEBRA WORDEN		4105 LONGFELLOW DR	PLANT CITY, FL 33566		7	8



STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH  
 THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
 AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
 MY OFFICE, WITNESS MY HAND AND OFFICIAL SEAL  
 THIS DAY OF June 1980  
 BY PAT FRANK  
 CLERK OF CIRCUIT COURT  
 B.G.

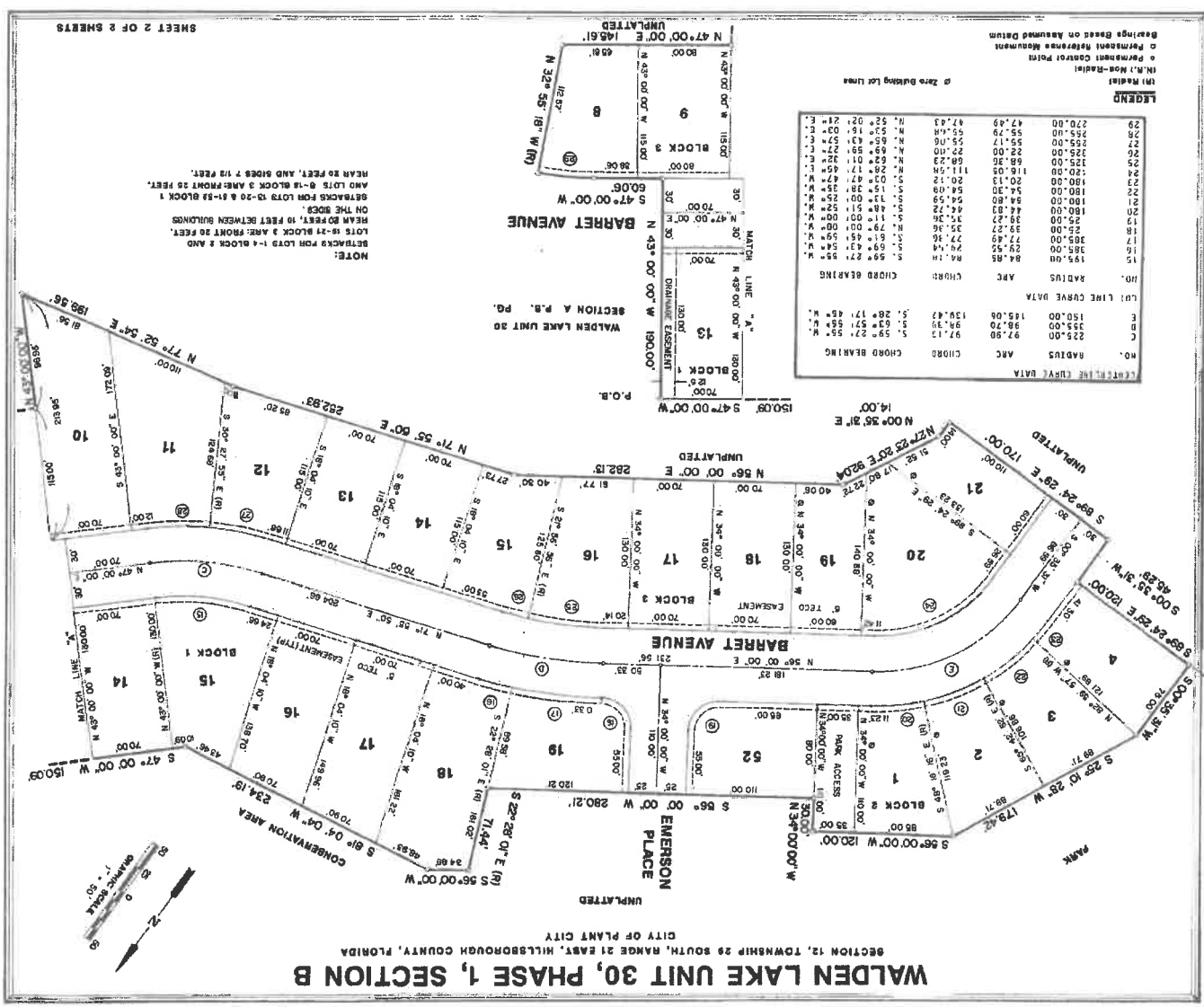


PLAN BOOK PHASE 15-2





STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH  
 THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
 AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
 MY OFFICE, WITNESS MY HAND AND OFFICIAL SEAL  
 THIS DAY OF June, 2019  
 PLAT BOOK PAGE 16-2  
 BY [Signature]  
 PLAT BOOK PAGE 16-2  
 D.C.



WALDEN LAKE UNIT 30, PHASE 1, SECTION C

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

CITY OF PLANT CITY

DESCRIPTION: The undersigned, as Owners or Mortgagees of the herein described lands which are being subdivided and placed into a subdivision of WALDEN LAKE UNIT 30, PHASE 1, SECTION C, hereby declares all roads, streets, right-of-way, and electric power utility easements shown hereon for public use, and that the undersigned hereby agrees to maintain the drainage easements described in the plat, and the Owners shall provide for private maintenance of the drainage easements which are shown on the dedication herein.

WALDEN LAKE, INC. - OWNER

ACKNOWLEDGMENT, State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority, Frank K. ...

Witness my hand and official seal on this 15 day of May, 1989

CLERK OF THE CIRCUIT COURT, State of Florida, County of Hillsborough

BOARD OF CITY COMMISSIONERS, This plat and the dedication hereon are hereby approved and approved for record by Resolution of the Board of City

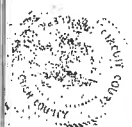
DATE 01-10-89

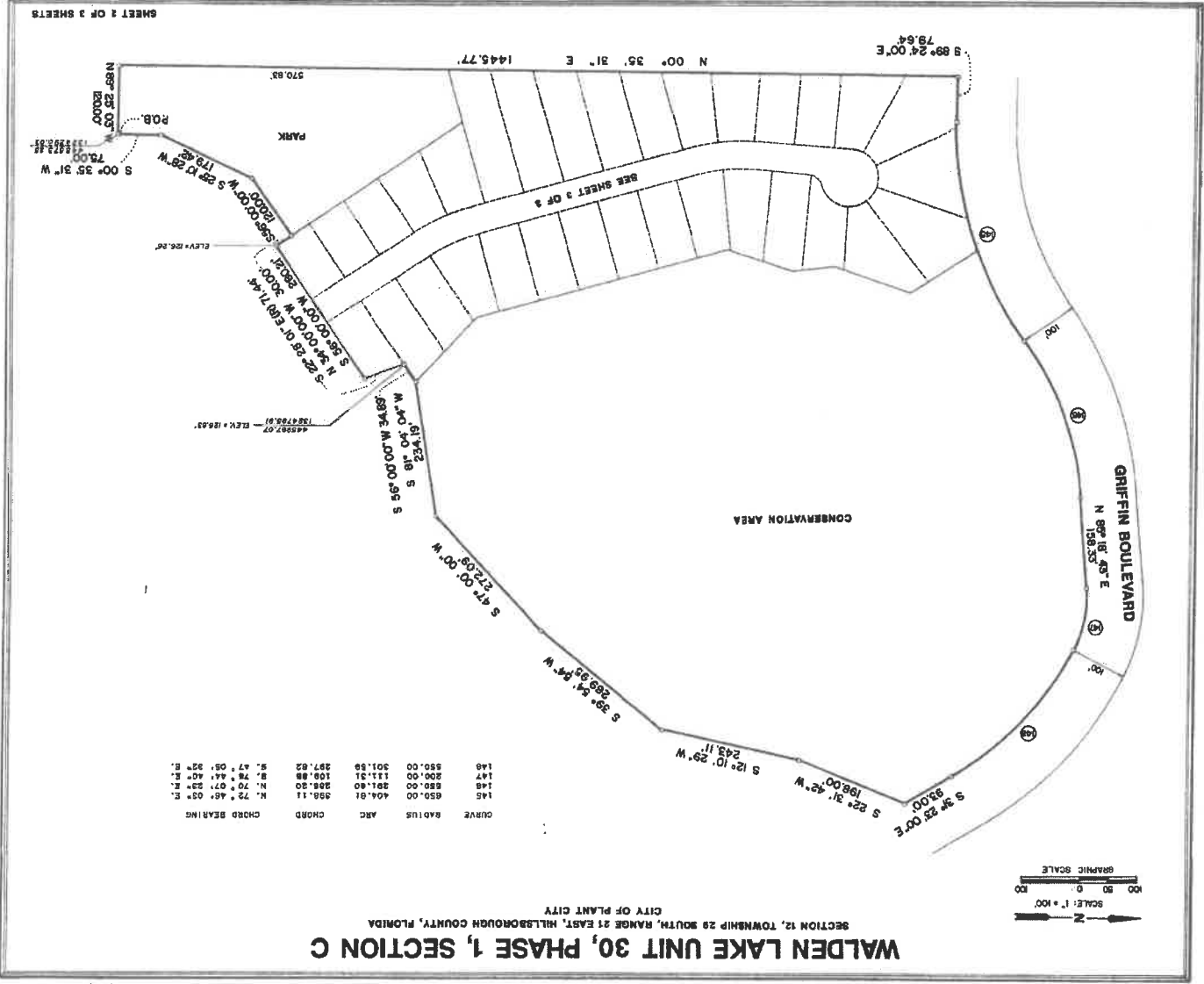
DATE 01-12-89

DATE 12-27-89

NOTICE: THESE MAPS BE ADJOINING RESTRICTIONS NOT RECORDED ON THIS PLAT

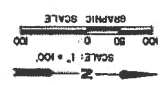
DESCRIPTION: As a point of reference commencing at the southwest corner of the NE 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and proceed S. 88°51' 22" E. an assumed bearing





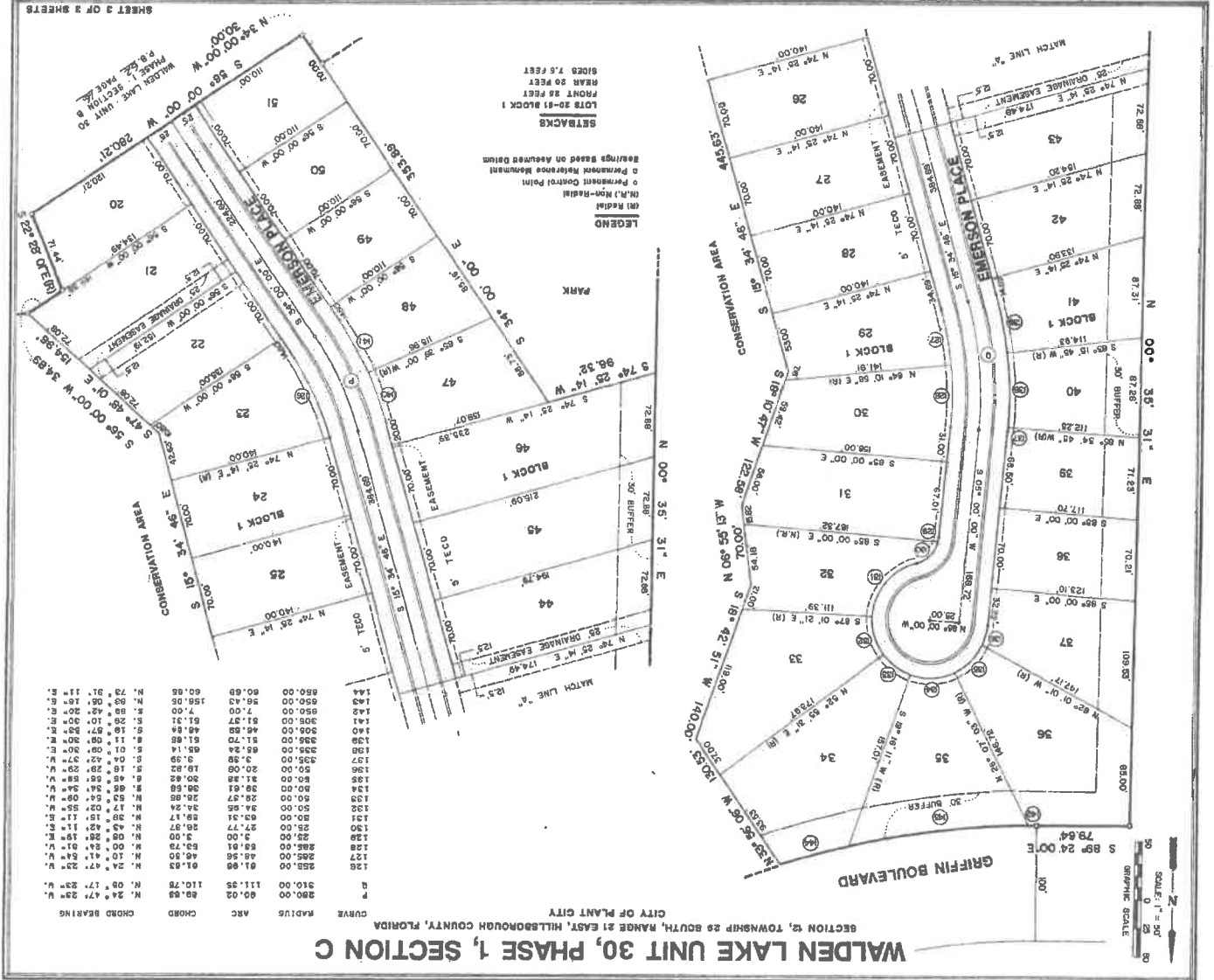
**WALDEN LAKE UNIT 30, PHASE 1, SECTION C**

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



CURVE	RADIUS	ARC	CHORD	CHORD BEARING
145	850.00	404.01	350.11	N. 72° 45' 00" E.
146	850.00	391.80	328.30	N. 79° 07' 23" E.
147	200.00	111.31	108.88	S. 78° 44' 40" E.
148	550.00	301.59	297.82	S. 47° 05' 32" E.

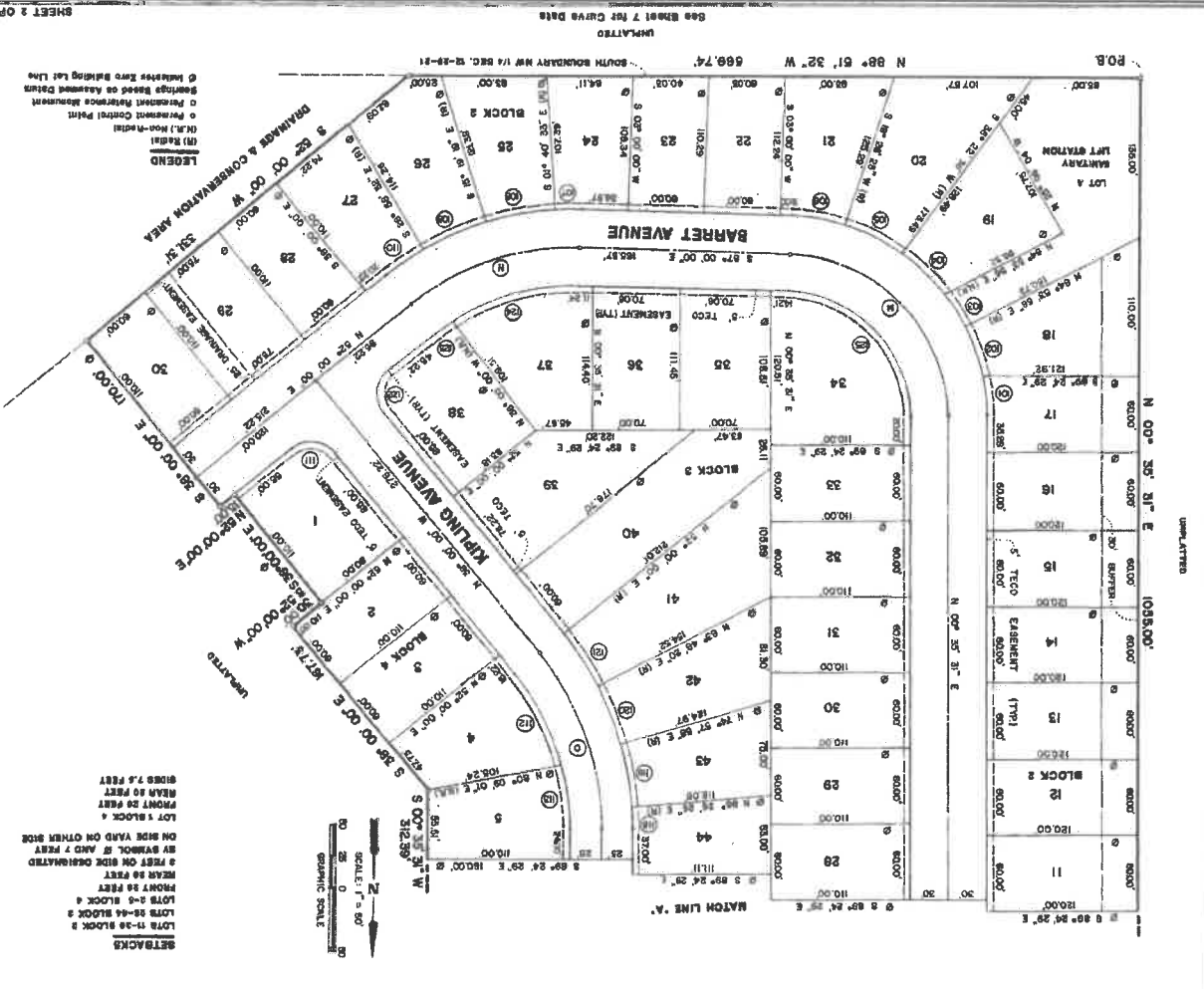
STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH  
 THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
 AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
 MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL  
 THIS 19 DAY OF June 20 19  
 PAT FRANK  
 CLERK OF CIRCUIT COURT  
 BY \_\_\_\_\_  
 D.C.





# WALDEN LAKE UNIT 30, PHASE 1, SECTION D

SECTION 15, TOWNSHIP 26 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



PLAT BOOK 19-2

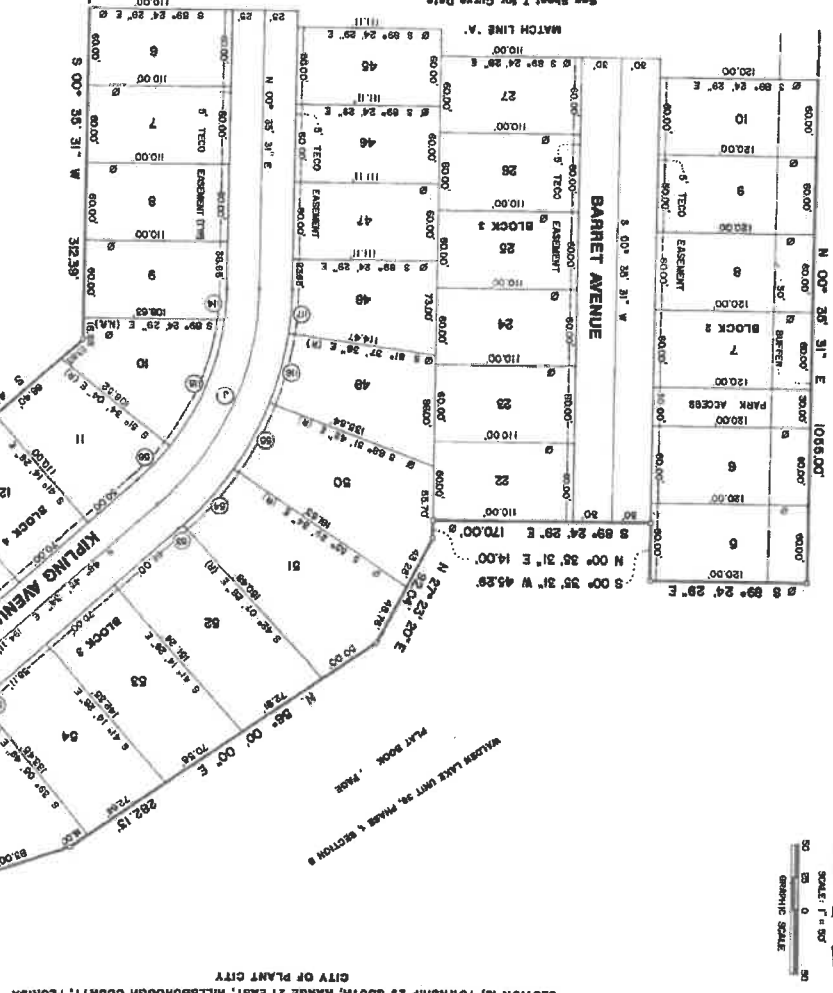
SHEET 3 OF 7 SHEETS

**LEGEND**

- (M) Metrol
- (S.L.) Subordinate
- o Permanent Reference Monument
- o Permanent Survey Point
- o Indicate Zero Building Lot Lines

Beatings Based on Assumed Datum  
 Bearings Based on Assumed Datum  
 Bearings Based on Assumed Datum

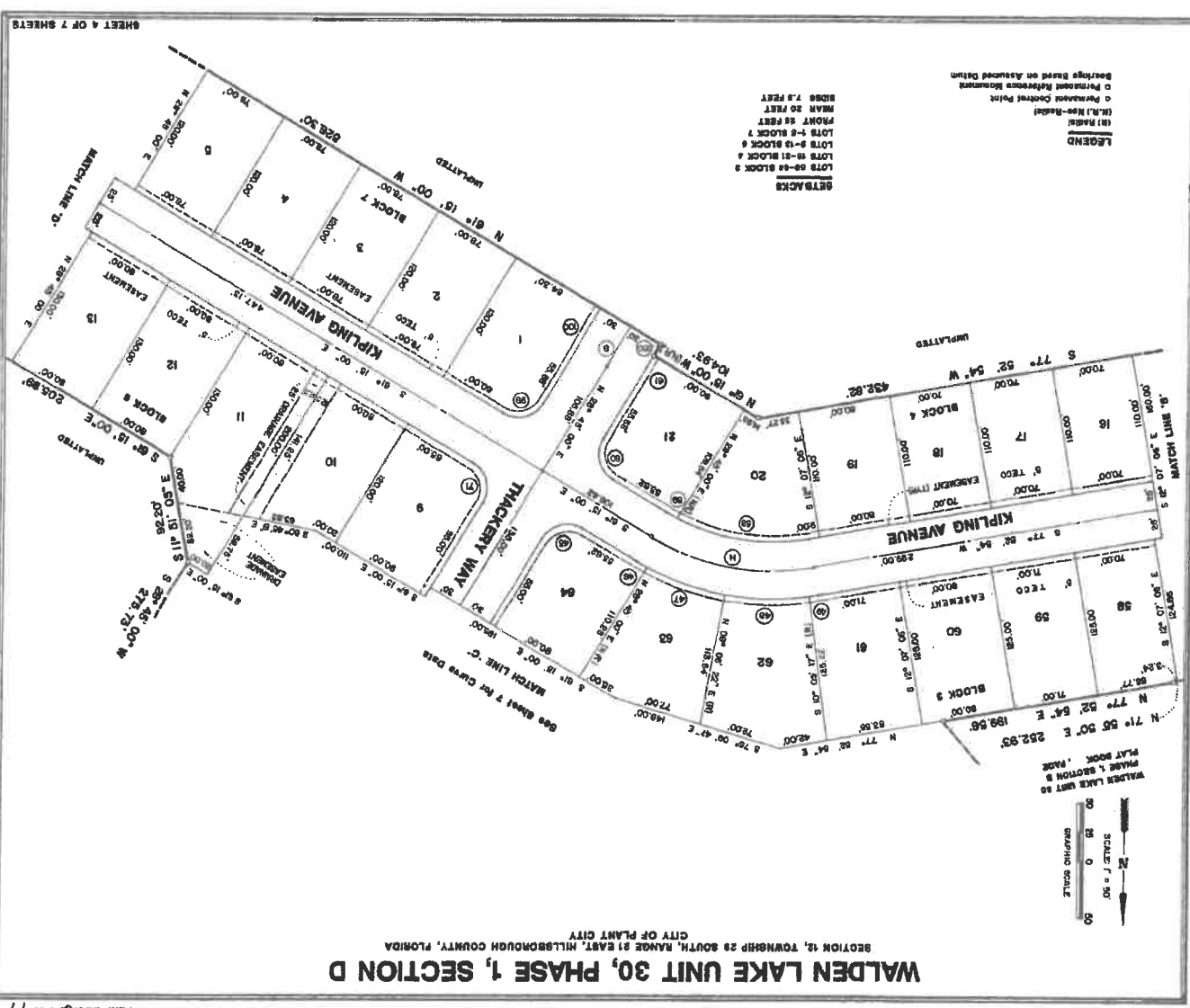
5 FEET ON SIDE DESIGNATED  
 BY SYMBOL & AND 7 FEET  
 FRONT 25 FEET  
 LOTS 6-19 BLOCK 2  
 LOTS 20-27 BLOCK 3  
 LOTS 28-35 BLOCK 4  
 LOTS 36-43 BLOCK 5  
 LOTS 44-51 BLOCK 6  
 LOTS 52-59 BLOCK 7  
 LOTS 60-67 BLOCK 8  
 LOTS 68-75 BLOCK 9  
 LOTS 76-83 BLOCK 10  
 LOTS 84-91 BLOCK 11  
 LOTS 92-99 BLOCK 12  
 LOTS 100-107 BLOCK 13  
 LOTS 108-115 BLOCK 14  
 LOTS 116-123 BLOCK 15  
 LOTS 124-131 BLOCK 16  
 LOTS 132-139 BLOCK 17  
 LOTS 140-147 BLOCK 18  
 LOTS 148-155 BLOCK 19  
 LOTS 156-163 BLOCK 20  
 LOTS 164-171 BLOCK 21  
 LOTS 172-179 BLOCK 22  
 LOTS 180-187 BLOCK 23  
 LOTS 188-195 BLOCK 24  
 LOTS 196-203 BLOCK 25  
 LOTS 204-211 BLOCK 26  
 LOTS 212-219 BLOCK 27  
 LOTS 220-227 BLOCK 28  
 LOTS 228-235 BLOCK 29  
 LOTS 236-243 BLOCK 30  
 LOTS 244-251 BLOCK 31  
 LOTS 252-259 BLOCK 32  
 LOTS 260-267 BLOCK 33  
 LOTS 268-275 BLOCK 34  
 LOTS 276-283 BLOCK 35





**WALDEN LAKE UNIT 30, PHASE 1, SECTION D**

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



**LEGEND**  
 (M) Meter  
 (L) Meter-Feet  
 o Permanent Corner Point  
 o Permanent Reference Monument  
 Bearing Based on Assumed Datum

**RETRACKS**  
 LOTS 58-60 BLOCK 3  
 LOTS 59-61 BLOCK 4  
 LOTS 5-8 BLOCK 7  
 PLANT 54 FEET  
 PLANT 55 FEET  
 PLANT 56 FEET  
 PLANT 57 FEET  
 PLANT 58 FEET

PLAT BOOK PAGE 17-4

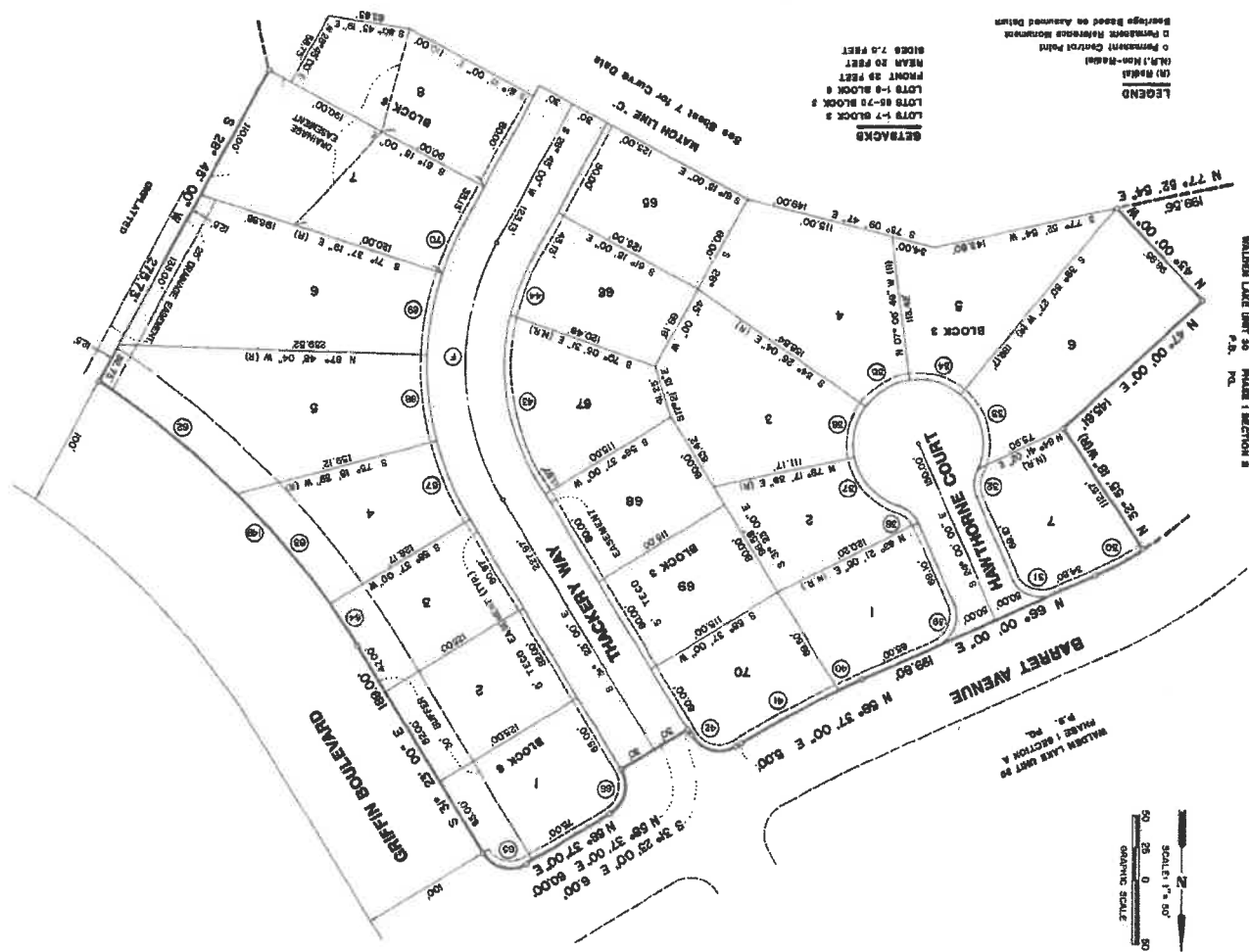
**WALDEN LAKE UNIT 30, PHASE 1, SECTION D**

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



WALDEN LAKE UNIT 30  
PHASE 1 SECTION A  
P. 2, P. 3

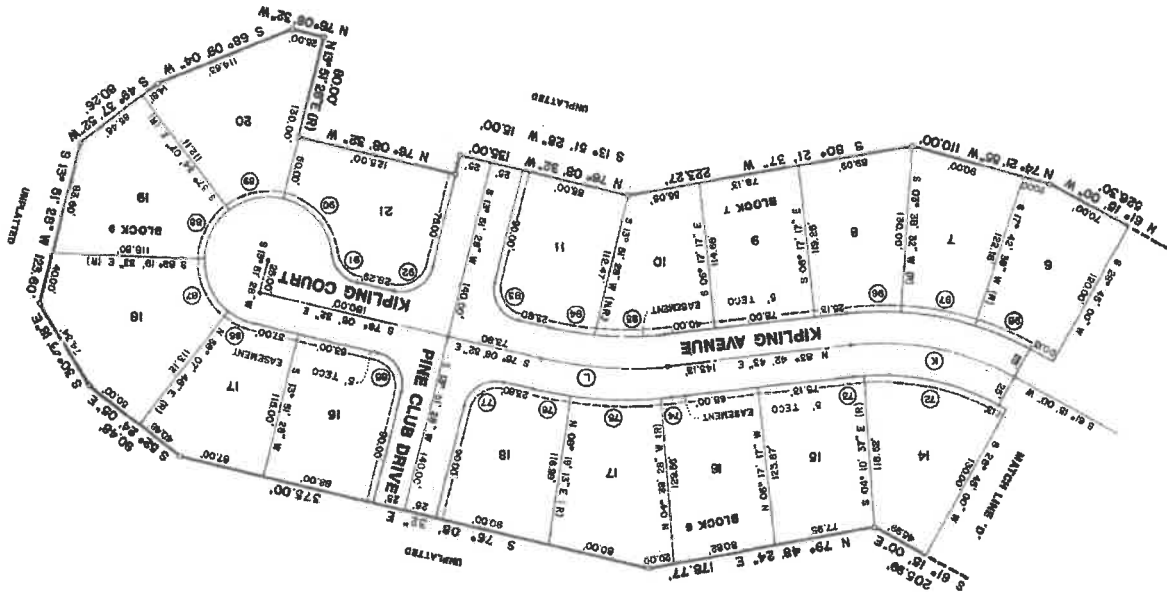
WALDEN LAKE UNIT 30 PHASE 1 SECTION B  
P. 4, P. 5



**LEGEND**  
 (M) Man-Made  
 (N) Natural  
 o Permanent Control Point  
 □ Permanent Reference Monument  
 Bearings Based on Assumed Datum  
**SETBACKS**  
 FRONT 20 FEET  
 REAR 20 FEET  
 SIDES 7.0 FEET

**WALDEN LAKE UNIT 30, PHASE 1, SECTION D**

SECTION 12, TOWNSHIP 28 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



**LEGEND**  
 (R) Road  
 (A.M.) Non-Asphalt  
 (M) Manhole  
 (S) Sewer  
 (W) Water  
 (E) Electric  
 (G) Gas  
 (T) Telephone  
 (C) Cable  
 (L) Light  
 (F) Fire  
 (P) Power  
 (M) Manhole  
 (S) Sewer  
 (W) Water  
 (E) Electric  
 (G) Gas  
 (T) Telephone  
 (C) Cable  
 (L) Light  
 (F) Fire  
 (P) Power

**SETBACKS**  
 LOTS 14-18 BLOCK 8  
 LOTS 9-11 BLOCK 7  
 LOTS 19-21 BLOCK 6

**Notes Based on Assumed Datum**  
 Bearings Based on Assumed Datum  
 POINT AS SHOWN  
 SIDES 7/8 FEET

See Sheet 7 for Curve Data

STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH  
 )  
 THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
 AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
 MY OFFICE WITNESS MY HAND AND OFFICIAL SEAL  
 THIS DAY OF July 20 1977  
 P.A. FRANK  
 CLERK OF CIRCUIT COURT  
 BY \_\_\_\_\_  
 D.C.



SHEET 7 OF 7 SHEETS

NO.	RADIUS	ARC	CHORD	CHORD BEARING	NO.	RADIUS	ARC	CHORD	CHORD BEARING
70	230.00	149.14	149.14	90.00°	101	180.00	100.00	100.00	90.00°
71	230.00	149.14	149.14	90.00°	102	180.00	100.00	100.00	90.00°
72	230.00	149.14	149.14	90.00°	103	180.00	100.00	100.00	90.00°
73	230.00	149.14	149.14	90.00°	104	180.00	100.00	100.00	90.00°
74	230.00	149.14	149.14	90.00°	105	180.00	100.00	100.00	90.00°
75	230.00	149.14	149.14	90.00°	106	180.00	100.00	100.00	90.00°
76	230.00	149.14	149.14	90.00°	107	180.00	100.00	100.00	90.00°
77	230.00	149.14	149.14	90.00°	108	180.00	100.00	100.00	90.00°
78	230.00	149.14	149.14	90.00°	109	180.00	100.00	100.00	90.00°
79	230.00	149.14	149.14	90.00°	110	180.00	100.00	100.00	90.00°
80	230.00	149.14	149.14	90.00°	111	180.00	100.00	100.00	90.00°
81	230.00	149.14	149.14	90.00°	112	180.00	100.00	100.00	90.00°
82	230.00	149.14	149.14	90.00°	113	180.00	100.00	100.00	90.00°
83	230.00	149.14	149.14	90.00°	114	180.00	100.00	100.00	90.00°
84	230.00	149.14	149.14	90.00°	115	180.00	100.00	100.00	90.00°
85	230.00	149.14	149.14	90.00°	116	180.00	100.00	100.00	90.00°
86	230.00	149.14	149.14	90.00°	117	180.00	100.00	100.00	90.00°
87	230.00	149.14	149.14	90.00°	118	180.00	100.00	100.00	90.00°
88	230.00	149.14	149.14	90.00°	119	180.00	100.00	100.00	90.00°
89	230.00	149.14	149.14	90.00°	120	180.00	100.00	100.00	90.00°
90	230.00	149.14	149.14	90.00°	121	180.00	100.00	100.00	90.00°
91	230.00	149.14	149.14	90.00°	122	180.00	100.00	100.00	90.00°
92	230.00	149.14	149.14	90.00°	123	180.00	100.00	100.00	90.00°
93	230.00	149.14	149.14	90.00°	124	180.00	100.00	100.00	90.00°
94	230.00	149.14	149.14	90.00°	125	180.00	100.00	100.00	90.00°
95	230.00	149.14	149.14	90.00°	126	180.00	100.00	100.00	90.00°
96	230.00	149.14	149.14	90.00°	127	180.00	100.00	100.00	90.00°
97	230.00	149.14	149.14	90.00°	128	180.00	100.00	100.00	90.00°
98	230.00	149.14	149.14	90.00°	129	180.00	100.00	100.00	90.00°
99	230.00	149.14	149.14	90.00°	130	180.00	100.00	100.00	90.00°
100	230.00	149.14	149.14	90.00°	131	180.00	100.00	100.00	90.00°

LOT LINE CURVE DATA

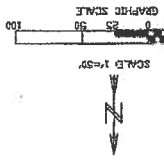
WALDEN LAKE UNIT 30, PHASE 1, SECTION D  
 SECTION 12, TOWNSHIP 28 SOUTH, RANGE 81 EAST, HILLSBOROUGH COUNTY, FLORIDA  
 CITY OF PLANT CITY

PLAT BOOK 19-7

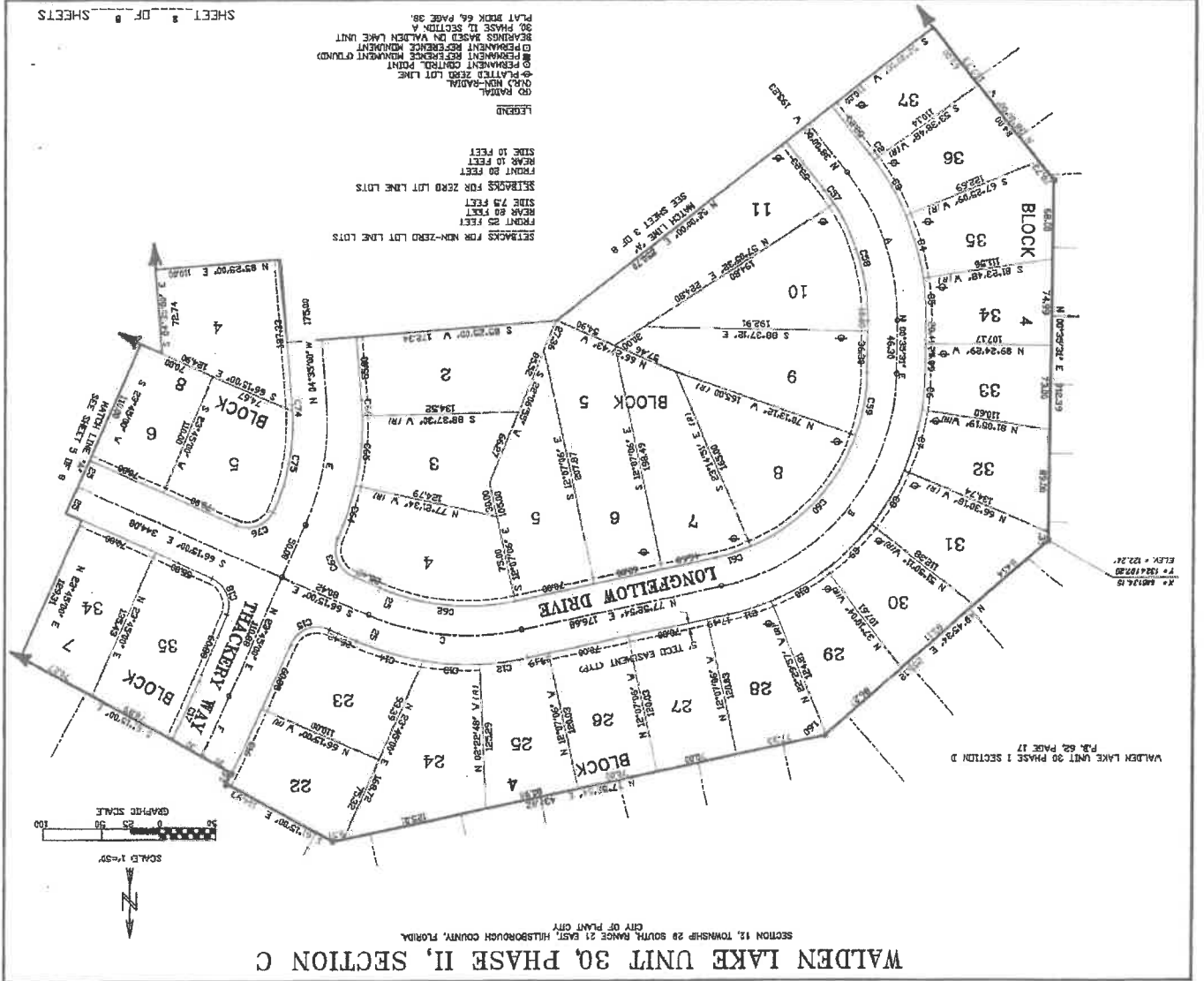


# WALDEN LAKE UNIT 30, PHASE II, SECTION C

SECTION 12, TOWNSHIP 28 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY



WALDEN LAKE UNIT 30 PHASE I SECTION D  
P. 2, 62, PAGE 17  
ELEV. = 122.24'



LEGEND

- GO RAMPAL
- OLD HIGHWAY
- PLATTED ZERO LOT LINE
- PERMANENT CONTROL POINT
- PERMANENT REFERENCE MONUMENT (ROUND)
- PERMANENT REFERENCE MONUMENT (SQUARE)
- BEARINGS BASED ON WALDEN LAKE UNIT
- PHASE II SECTION A
- PLAT BOOK 62, PAGE 38

SETBACKS FOR NON-ZERO LOT LINE LOTS

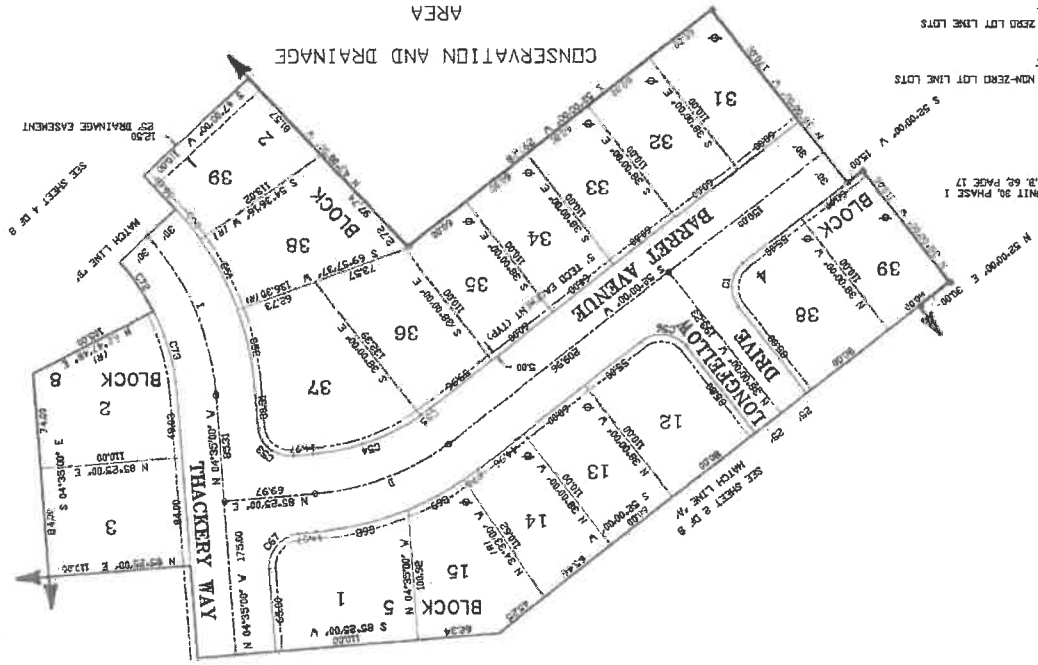
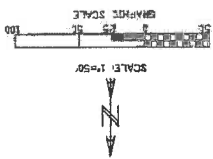
- FRONT 25 FEET
- REAR 25 FEET
- SIDE 7.5 FEET

SETBACKS FOR ZERO LOT LINE LOTS

- FRONT 20 FEET
- REAR 10 FEET
- SIDE 10 FEET

# WALDEN LAKE UNIT 30, PHASE II, SECTION C

SECTION 12 TOWNSHIP 28 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA.  
CITY OF PLANT CITY



SECTION 12, P. 60, PAGE 17  
WALDEN LAKE UNIT 30, PHASE I

SETBACKS FOR NON-ZERO LOT LINE LOTS  
FRONT 25 FEET  
REAR 20 FEET  
SIDE 7.5 FEET

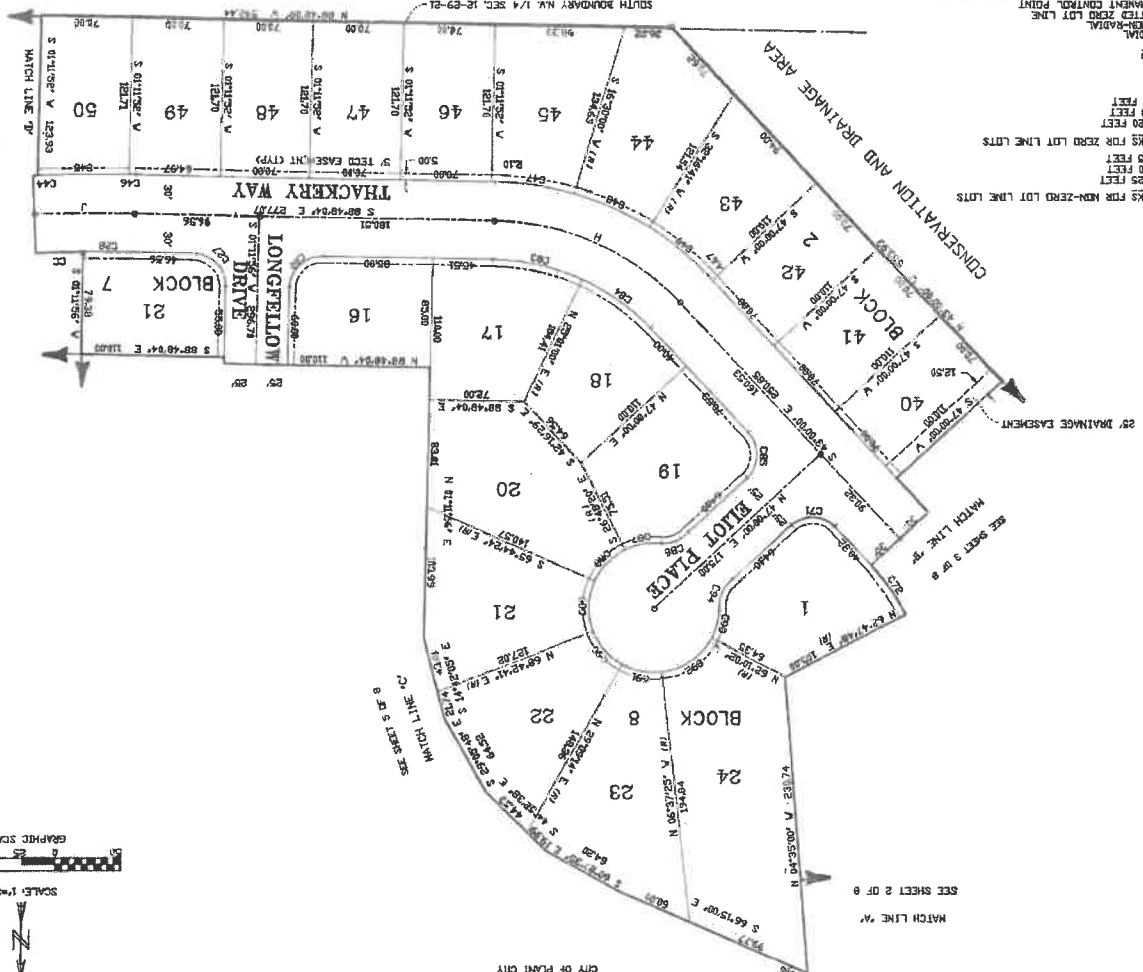
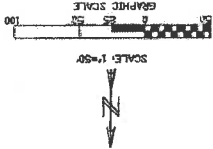
SETBACKS FOR ZERO LOT LINE LOTS  
FRONT 20 FEET  
REAR 10 FEET  
SIDE 10 FEET

LEGEND

- 80' RADIAL
- 9-PLATTED ZERO LOT LINE
- 0 PERMANENT CONTROL POINT
- 0 PERMANENT REFERENCE MONUMENT
- 0 PERMANENT REFERENCE MONUMENT (GROUND)
- 0 REMAINS PASSED ON WALDEN LAKE UNIT
- 00 PHASE II, SECTION A
- 00 PLAT BOOK 608, PAGE 38.

WALDEN LAKE UNIT 30, PHASE II, SECTION C

SECTION 12, TOWNSHIP 28 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
 CITY OF PLANT CITY



LEGEND  
 1-5 PLATTED ZERO LOT LINE  
 6-8 PERMANENT CONTROL POINT  
 9 PERMANENT REFERENCE MONUMENT (GROUND)  
 10 PERMANENT REFERENCE MONUMENT  
 11 MEASURES BASED ON WALDEN LAKE UNIT  
 12 PHASE II, SECTION A  
 13 PLAT BOOK 66, PAGE 28  
 14 SOUTH BOUNDARY N.W. 1/4 SEC. 12-29-21

SHEET 4 OF 8 SHEETS

SEE SHEET 6 OF 8

MATCH LINE "D"

MATCH LINE "E"

MATCH LINE "F"

MATCH LINE "G"

MATCH LINE "H"

MATCH LINE "I"

MATCH LINE "J"

MATCH LINE "K"

MATCH LINE "L"

MATCH LINE "M"

MATCH LINE "N"

MATCH LINE "O"

MATCH LINE "P"

MATCH LINE "Q"

MATCH LINE "R"

MATCH LINE "S"

MATCH LINE "T"

MATCH LINE "U"

MATCH LINE "V"

MATCH LINE "W"

MATCH LINE "X"

MATCH LINE "Y"

MATCH LINE "Z"

MATCH LINE "AA"

MATCH LINE "AB"

MATCH LINE "AC"

MATCH LINE "AD"

MATCH LINE "AE"

MATCH LINE "AF"

MATCH LINE "AG"

MATCH LINE "AH"

MATCH LINE "AI"

MATCH LINE "AJ"

MATCH LINE "AK"

MATCH LINE "AL"

MATCH LINE "AM"

MATCH LINE "AN"

MATCH LINE "AO"

MATCH LINE "AP"

MATCH LINE "AQ"

MATCH LINE "AR"

MATCH LINE "AS"

MATCH LINE "AT"

MATCH LINE "AU"

MATCH LINE "AV"

MATCH LINE "AW"

MATCH LINE "AX"

MATCH LINE "AY"

MATCH LINE "AZ"

MATCH LINE "BA"

MATCH LINE "BB"

MATCH LINE "BC"

MATCH LINE "BD"

MATCH LINE "BE"

MATCH LINE "BF"

MATCH LINE "BG"

MATCH LINE "BH"

MATCH LINE "BI"

MATCH LINE "BJ"

MATCH LINE "BK"

MATCH LINE "BL"

MATCH LINE "BM"

MATCH LINE "BN"

MATCH LINE "BO"

MATCH LINE "BP"

MATCH LINE "BQ"

MATCH LINE "BR"

MATCH LINE "BS"

MATCH LINE "BT"

MATCH LINE "BU"

MATCH LINE "BV"

MATCH LINE "BW"

MATCH LINE "BX"

MATCH LINE "BY"

MATCH LINE "BZ"

MATCH LINE "CA"

MATCH LINE "CB"

MATCH LINE "CC"

MATCH LINE "CD"

MATCH LINE "CE"

MATCH LINE "CF"

MATCH LINE "CG"

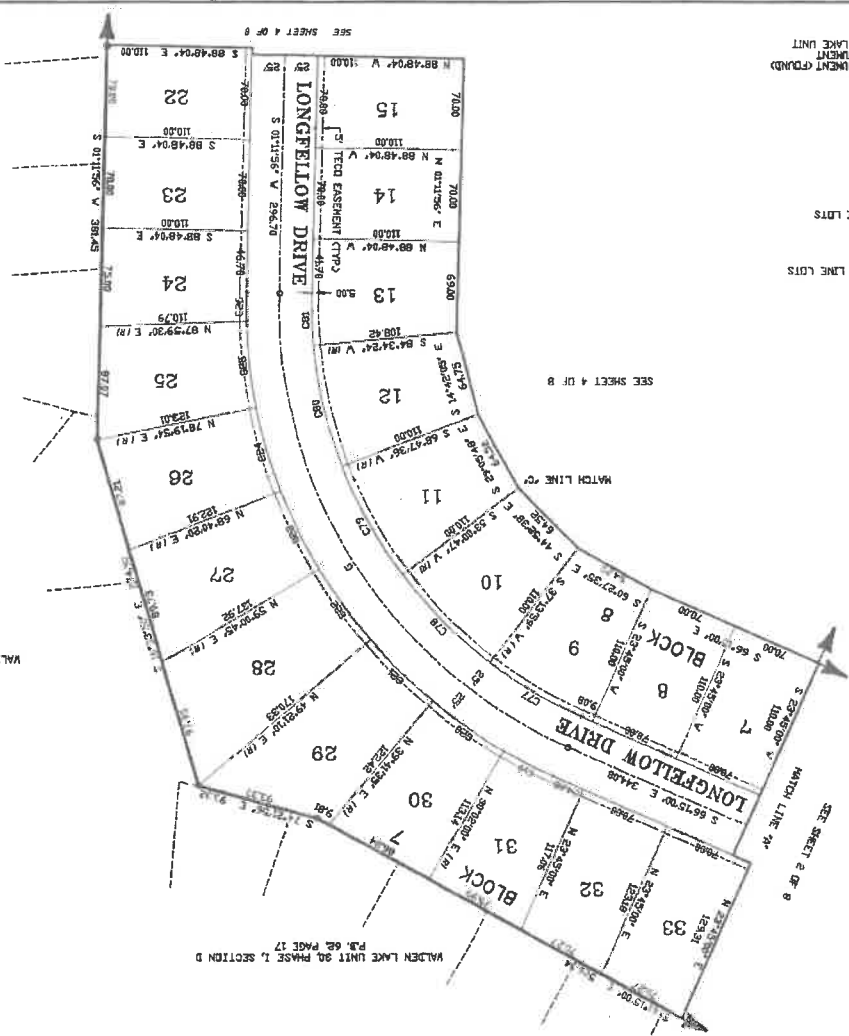
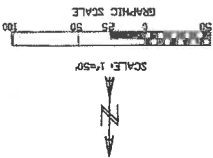


WALDEN LAKE UNIT 30, PHASE II, SECTION C

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY

WALDEN LAKE UNIT 30, PHASE I, SECTION D  
P.L. 66, PAGE 17

WALDEN LAKE UNIT 30, PHASE II, SECTION A  
P.L. 66, PAGE 38



LEGEND  
(NR) NON-RADIUS  
(R) RADIUS  
PERMANENT CONTROL POINT  
PERMANENT REFERENCE POINT  
REARNS BASED ON WALDEN LAKE UNIT  
30, PHASE II, SECTION A  
PLAT BOOK 66, PAGE 38.  
FLATTED ZERO LOT LINE  
NON-ZERO LOT LINE LOTS  
FRONT 25 FEET  
SIDE 25 FEET  
REAR 20 FEET  
SETBACKS FOR ZERO LOT LINE LOTS  
FRONT 20 FEET  
SIDE 10 FEET  
REAR 10 FEET

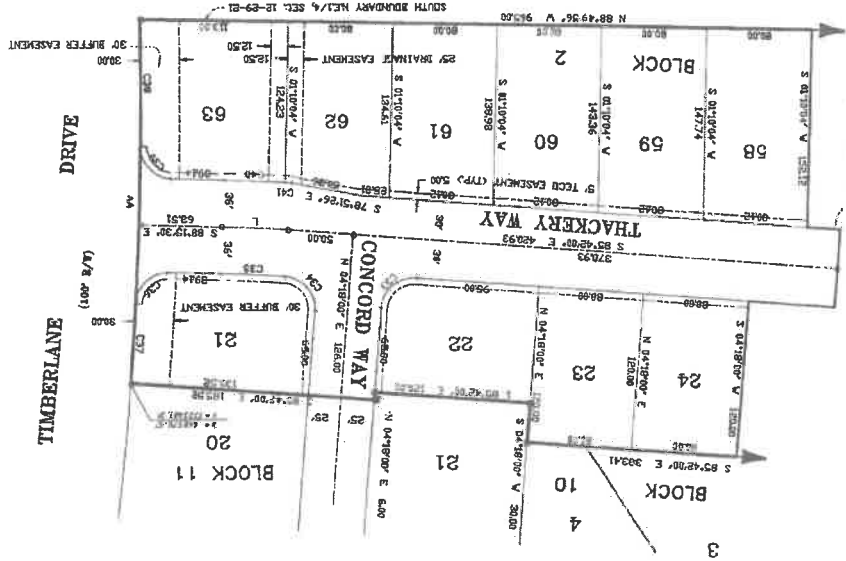


WALDEN LAKE UNIT 30, PHASE II, SECTION C

SECTION 12, TOWNSHIP 20 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

CITY OF PLANT CITY

FUTURE WALDEN LAKE UNIT 30, PHASE III, SECTION B

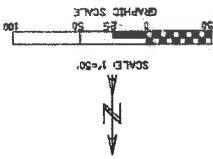


SETBACKS FOR NON-ZERO LOT LINE LOTS  
 FRONT 25 FEET  
 REAR 20 FEET  
 SIDE 7 1/2 FEET

SETBACKS FOR ZERO LOT LINE LOTS  
 FRONT 20 FEET  
 REAR 10 FEET  
 SIDE 10 FEET

LEGEND

- PLATTED ZERO LOT LINE
- PERMANENT CONTROL POINT
- PERMANENT REFERENCE MONUMENT (FOUND)
- PERMANENT REFERENCE MONUMENT (PROUD)
- BEARS BASED ON WALDEN LAKE UNIT
- 30' PHASE II SECTION A
- PLAT BOOK 66, PAGE 28.





PAT FRANK  
CLERK OF DISTRICT COURT  
BY

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE, WITNESS MY HAND AND OFFICIAL SEAL  
THIS 20 DAY OF June 2010

SHEET 6 OF 8 SHEETS

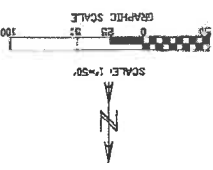
LEGEND  
--- ROAD  
--- RAILROAD  
--- PLATTED ZERO LOT LINE  
--- PERMANENT REFERENCE MONUMENT (GROUND)  
--- PERMANENT DRAINAGE POINT  
--- BRACKS BASED ON WALDEN LAKE UNIT  
--- PHASE I SECTION 30  
--- PLAT BOOK 62, PAGE 17.

Table with columns: CURVE# RADIUS LENGTH DELTA ANGLE. Lists curve data for LOT LANE CURVE DATA and CHORD BEARING DELTA ANGLE.

Table with columns: CURVE# RADIUS LENGTH DELTA ANGLE. Lists curve data for LOT LANE CURVE DATA and CHORD BEARING DELTA ANGLE.

Table with columns: CURVE# RADIUS LENGTH DELTA ANGLE. Lists curve data for CHORD BEARING DELTA ANGLE.

Table with columns: CURVE# RADIUS LENGTH DELTA ANGLE. Lists curve data for CHORD BEARING DELTA ANGLE.

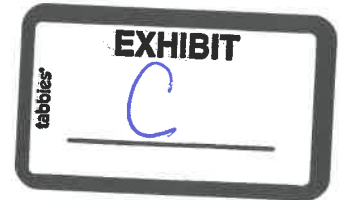


WALDEN LAKE UNIT 30, PHASE II, SECTION C  
SECTION 12, TOWNSHIP 20 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA  
CITY OF PLANT CITY

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR



January 24, 2020

H. Web Melton III, Esq.  
Bush Ross P.A.  
Post Office Box 3913  
Tampa, Florida 33601-3913

**Re: Westwood Homeowners Association of Walden Lake, Inc. - Unit 30, Approval;  
Determination Number: 20010**

Dear Mr. Melton:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revised Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Westwood Homeowners Association of Walden Lake, Inc. - Unit 30 (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

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**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.