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R- HILLSBOROUGH TITLE, INC.
1008 S. ALEXANDER ST. #102
PLANT CITY, FL 33663 *Inc*

Declaration of Covenants, Conditions, Easements and Restrictions
Of
Walden Reserve

Walden Reserve, LLC, a Florida Corporation, Hereinafter called Declarant, is the owner in fee simple of certain tract of real property located in Hillsborough County, Florida, known by official plat designation as *Walden Reserve*, pursuant to map or plat thereof recorded in Plat Book 106 Pages 185 through 188 inclusive, public records of Hillsborough County, Florida. Declarant reserves the exclusive right to add additional property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lot or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1 "Association" shall mean and refer to Walden Reserve Homeowner's Association, Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2 "Common Areas" shall mean all real property owned or maintained by the Association, for the common use and enjoyment of the owners.

Section 3 "Declarant" shall mean Walden Reserve, LLC a Florida corporation, its successors and assigns. Walden Reserve, LLC shall have, and does hereby reserve, the right to partially assign the rights as Declarant hereunder, whereby more than one entity or person shall have the rights as Declarant simultaneously.

Section 4 "Lot" shall mean any plot of land shown as part of the recorded subdivision plat of Walden Reserve, referred to above, with the exception of those portions of said plat, which are designated as the Common Areas

Section 5 "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, wall and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6 "Member" shall mean every person or entity that holds membership in the Association, as more fully explained in Article II below.

Section 7 "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8 "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

Section 9 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10 "Subdivision" shall mean the subdivided real property hereinbefore described and such additions there to as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Hillsborough County, Florida, or (ii) three months after all one hundred percent (100%) of all Lots in Walden Reserve have been conveyed by the Declarant. At such time as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot whether or not shall be so expressed in his deed, to pay to the association (1) an annual assessment and (2) special assessments for capital improvements. Assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, cost, and reasonable attorneys' fees shall also be the personal obligations of the person or persons who owned the lot at the time the assessment fell due.

Until the Declarant relinquishes control the Member shall not be responsible for payments of any portion of the assessments; rather, one hundred (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Walden Reserve minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among the Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Walden Reserve minus any Lots owned by the Declarant. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. Article III. Section 1 may not be amended without the express consent and joinder of Declarant.

Section 2. Purpose of Annual or Special Assessment

The annual or special assessments levied by the association shall be used exclusively to promote, or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, and maintenance of the Common Areas in the subdivision. Annual or special assessments shall include, and the Association shall acquire and pay out the funds derived from annual or special assessments, the following:

- (a) Maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or comprising a part of various utility services. This also includes the cost of operation and maintenance of all dedicated areas, as well as the operation and maintenance cost of any drainage utility easements or "retention pond," and any landscape and utility easements.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personal necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- (d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to the City of Plant City including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, sanitary sewer

- service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to Plant City.
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire extended coverage.
 - (f) Liability insurances insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
 - (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
 - (h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
 - (i) Any other materials, supplies, furniture, labor, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
 - (j) All other amounts that the owners may agree upon or that Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.

Section 3. Annual Assessment.

- (a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be three hundred fifty dollars (\$350.00).
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner, maximum annual assessments shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, related thereto, or for any Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 5. Commencement and Collection of Annual Assessments.

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable on January 1, of each year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of the past due date thereof and shall fix the date such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereof. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in public records of Hillsborough County, a list of delinquent assessments as of that date.

Section 6. Subordination of Assessments Lien to Mortgages.

The assessments lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment of any lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Capital Replacement Fund.

Included in the annual assessment shall be a sum, initially one-hundred (\$100) dollars, that shall be invested by the Board of Directors in secure funds to be available to the Association in the future for capital expenditures.

ARTICLE IV. Property Rights.

Section 1. Owner's Use and Enjoyment.

Every owner of a lot shall participate in the association subject to the right to dedicate or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the

members. Every owner shall have a right and easement of enjoyment in and to the common areas.

Section 2. Declaration of Use.

Subject to such limitations as may be posed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests and invitees.

Section 3. Easements of Encroachment.

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent hereto for any encroachment due to the un-willful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 4. Other Easements.

- (a) Easements for installations, maintenance and repair of utilities, drainage facilities, and the entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign, or utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the association or some governmental authority or public or private utility company.
- (b) A blanket easement throughout Walden Reserve for police powers and services supplied by the local, state, and federal governments, and/or any security services that may be provided by the association is hereby established for the Walden Reserve subdivision.
- (c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right-of-way, and such easements, reservation, and rights-of-way shall at all times be open and

accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, and shall also be open and accessible to Declarant, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

- (d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for rights of way, utilities, security, and police powers created herein or through the Walden Reserve plat. Notwithstanding any other provision to the contrary, such right of use (described in this paragraph) shall not be limited to owners of lots in the subdivision, and may include property owners outside the subdivision.

Section 5. Right of Entry.

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition: Subdivision of Lots.

There shall be no judicial partition of the Common Areas, nor shall Declarant, or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots.

Section 7. Common Areas.

The Common Areas shall be owned and regulated by the Association for the benefit and use of all owners.

Section 8. Sales Office.

Notwithstanding any provision in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales trailers, together with signs relating thereto, on a lot or lots until such time as all of the lots are sold.

Section 4. Surface Water Management System Facilities.

Based on requirements by the Southwest Water Management District pursuant to Rule 40D-4.301(1)(j), F.A.C., the homeowners association documents and/or covenants must contain the following:

- (a) The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (b) The surface water management facilities are located on land that is designated common property on the plat, are located on land that is owned by the association, or are located on land that is subject to an easement in favor of the association and its successors.
- (c) The association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.
- (d) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.
- (e) Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District.
- (f) If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

ARTICLE V. Use Restrictions.

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used exclusively for residential purposes.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant and the transferees of Declarant's in developing all the lots as provided in section 16, below.

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot.

Section 4. No sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a home site or the Common Area without the prior written consent of the Board of Directors of the Association, except such signs as required by law, customary name and address signs, and lawn signs of not more than five square feet advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or Common Areas which would result in the cancellations of insurance on any residence or any part of the Common Areas, or which would be in violation of any law.

Section 6. All homes sites shall have concrete paved driveways of stable and permanent construction as a minimum, decorative drives will be allowed. All concrete driveways shall have light a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Plant City specifications.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas. However, dog, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 8. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be located in appropriate areas concealed from public view.

Section 9. Other than the original fences or walls constructed by Declarant, no chain link or wooden fences are permitted. All fences and/or walls where permitted shall be of the same material and design as the adjacent building. No fences or walls shall be allowed in front yards. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over six (6) feet in height shall be permitted except for special conditions as approved by the Association and shall not be in violation of county ordinances. In general, fences or walls are not encouraged within Walden Reserve. Hedges, berms, or other landscape alternatives are preferred.

Section 10. No outbuilding, basements, tent, shack, garage, trailer, shed, structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently. Further, no temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement, for construction purposes only. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for

no longer than a period of six (6) months unless an extension of time is granted by the Association.

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size. However, the Declarant reserves the exclusive right to amend the boundaries for, or replat, any unsold lots for the subdivision and the Declarant reserves the absolute right to reconfigure or increase the number of lots and/or the area of property utilizing the subdivisions common areas, including without limitation, the entrance, roadways, drainage, and easements of any sort.

Section 12. All lot owners shall purchase and provide a mailbox of the size and quality comparable with and maintaining the theme of architecture of the residence, and shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced.

Section 13. All exterior lighting shall be consistent with the character established in Walden Reserve and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building design material. Each dwelling shall have one common design yard entrance light equipped with a light sensing switch so as to be illuminated during hours of darkness; the set back and design of said lighting shall be approved by the Board of Directors.

Section 14. Lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from common areas and from other lot owners' property.

Section 15. No property owner shall erect, place, or maintain outdoor clotheslines or exposed fuel tanks at his residence.

Section 16. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and sale or other dispositions of the lots are essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, or subcontractors of Declarant or Declarant's transferees from going on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferee or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

- (b) Prevent Declarant, Declarant's transferees, or the employees, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as there may be reasonably necessary for the competition of such work, the establishment of a subdivision as a residential community, and the disposition of lots by sale or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by the Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or disposition of subdivision lots.

As used in this Section 16, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 17. Maintenance

The Association shall be solely responsible for the maintenance and replacement of all decorative signs, illumination thereon, and street designation posts installed in the subdivision, and the Association shall hold the service or utility provider harmless from all claims for maintenance and replacement of same which are installed by Association. The Association shall also be solely responsible for the maintenance of all roadways on a pro rata basis, in the subdivision.

Section 18. Utility Wiring and T.V. Antennae

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in accordance with applicable codes that may be imposed or imposed by any public or private electric, gas, telephone or cable television communication service servicing the subject property. No satellite TV reception dish shall be permitted exceeding 18" in diameter, and no such reception dish shall be placed within the front yard of any residence or lot.

Section 19. Trucks, Recreational Vehicles, and Other Equipment

No owner of a lot shall park, store or keep any truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a driveway. ~~No truck or other vehicle larger than a three-~~

quarter ton pickup may be parked, stored, or kept in any covered parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the Walden Reserve community, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

Section 20. Owner's Obligation to Clean Lot

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. If in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have their right of entry onto said lot without the fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect at costs incurred in said cleanup operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 21. Use of Equipment and Materials During Construction

During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's (or Declarant's) access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being obstructed.

Section 22. Shallow Wells and Sprinklers

Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigating purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flowerbeds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, owners of lake front lots in Walden Reserve may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure.

Section 23. Building Construction Standards

- (a) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended material shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. The improvement of a lot, or the construction, repair, or remodeling of any improvement must be diligently and continuously pursued, once begun and, in any event, promptly completed. The Declarant may impose a deadline to complete construction.
- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.
- (c) Heights of buildings shall be compatible with adjacent buildings.
- (d) No alteration of ground elevation shall be permitted on any lot, which shall exceed one-foot deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways, pedestrian walkways and foundations.
- (e) Flat roofs shall not be permitted on the main portion of the structure, provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary in design. No buildup roofs shall be permitted, except on approved flat surfaces.

All pitched roofs must have at least a 6/12 slope on the main body of the building; a 5/12 slope will be acceptable on two story homes. The composition of all pitched roofs must be a 30-year fungus resistant architectural shingle.
- (f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surround of material approved in advance in writing by the Association.
- (g) All exterior appurtenances or mechanical equipment including, but not limited to transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street or adjoining property.

(b) Unless otherwise approved by Declarant, no building may be constructed separate or apart from the dwelling. Each dwelling must have an enclosed 2-car garage. No carports shall be permitted.

(i) Driveways and front walkways shall be constructed of either concrete or clay brick pavers.

Should a dispute develop over interpretation of the minimum building setback requirements, the dispute shall be submitted to the board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further, any regulations regarding building setback imposed by governmental agency shall prevail over the setback regulations set forth herein.

Section 24. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots

(a) The following minimum square footage requirements shall be observed by the owners of all lots: (1) All one story homes shall contain a minimum of 2,100 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like. (2) All two story homes shall contain a minimum of 2,100 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

Should a dispute develop as to the application on any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

ARTICLE VI. Owner's Obligation to Repair

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements.

ARTICLE VII. Architectural Control

Section I. Creation of Architectural Committee.

For the purpose of further insuring the development of the subdivision as a residential area of the highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Walden Reserve Homeowners Association, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all buildings, structures and other improvements on

each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this article to the committee shall mean the Declarant until the committee is appointed.

Declarant shall have the exclusive right to approval or disapproval of all architectural design within Walden Reserve. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within Walden Reserve. It shall be the burden of the lot owner to provide Declarant with complete plans and specifications prior to construction, and Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons.

Section 2. Construction of Residences and Miscellaneous Other Structures.

No residence, building, fence, wall or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, height, size, materials, colors, floor plans, elevations, and location of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Alterations, Additions, and Improvements of Residences.

No owner shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 4. Damage and Destruction of Residence: Approval of Structural Variances.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all reasonable diligence, to rebuild, repair, or reconstruct such residence in a manner, which will substantially restore it to its appearance and condition immediately prior to the casualty.

Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond control of the owner or owners. In lieu of the above, owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 5. Approval of Committee: how evidenced.

Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within fifteen (15) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Section 6. Release from Minor Violations.

If building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the Architectural Committee or Declarant may release a lot from any part of the covenants or plat which is violated. The Declarant or Architectural Committee shall not give a release except for a violation that is, in its sole judgment, a minor or insubstantial violation.

ARTICLE VIII. Landscaping.

Each owner shall provide and maintain landscaping, lawn, and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear yards shall be equipped with an automatic underground sprinkler system and shall be completely sodded with St. Augustine or better quality grass, customarily used for lawn purposes. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage areas.

Section 1. Enforcement.

Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges, now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments.

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Association members.

- (b) Notwithstanding, any provisions contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the Owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions, and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.
- (c) Notwithstanding, any provisions contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of property within the subdivision, may record any amendments to this Declaration to be made by the Declarant without the approval of the Association, the Owners, or any mortgagee of any property within the subdivision.

Section 4. Subordination.

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein: provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal this 27th day of January, 2006.

Signed, sealed and delivered
in the presence of:

[Signature]
printed name of witness
Mia Hall

WALDEN RESERVE, LLC
a Florida corporation

by: [Signature]
Kim Blok-Andersen, Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by KIM BLOK-ANDERSEN, as Managing Member of Walden Reserve, LLC, on behalf of his respective corporation and is personally known to me or has produced _____ as identification.

[Signature]
Notary Public- State of Florida

Rebecca Guthrie
Print/type name of Notary Public
Commission No. _____
My Commission Expires: _____

