

The following pages are the covenants, conditions, restrictions, etc. for:

Walden Vista in Dundee, FL.

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

INSTR # 2005003286
BK 06041 PGS 0664-0676 PG(s)13
RECORDED 01/05/2005 03:51:02 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 112.00
RECORDED BY T Tierney

Prepared by and return to:
Neal E. Young, Attorney
300 Third Street, NW
Winter Haven, FL 33881
Return via W.H. courier

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

DAWA Development, LLC, a Florida Limited Liability Company, hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **Walden Vista**, located on the following described property in Polk County, Florida:

A parcel of land lying within Section 26, Township 28 South, Range 27 East, Polk County, Florida and being further described as follows:

Commencing at Southeast corner of said Section 26; thence N00°31'08"W along the East line of said Section 26, a distance of 40.01 feet to the POINT OF BEGINNING; thence departing said East line, run N89°22'00"W along a line being 40.00 feet North of and parallel to the South line of said Section 26, said line being the northerly right-of-way of Lake Mable Loop Road, a distance of 973.26 feet; thence departing said northerly right-of-way, run N00°19'37"W, a distance of 630.05 feet, to the North line of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence S89°25'40"E along said North line a distance of 971.13 feet, to the aforementioned East line of said Section 26; thence S00°31'08"E along said East line, a distance of 631.13 feet to the POINT OF BEGINNING.

Containing 612,955 square feet or 14.072 acres, more or less.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, developer hereby declares that all of the real property described above and 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 Vista Homeowners Association, Inc.**, a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common Area" shall mean all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management

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**WILLIAM AGNER
P O BOX 7237
LAKELAND, FL 33807**

system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to **DAWA Development, LLC, a Florida Limited Liability Company**, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of land shown on the recorded subdivision plat referred to above together with any amendments thereto with the exception of the common areas, and subject to easements as shown on said plat.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "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 subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 10. "Subdivision" shall mean and refer to **Walden Vista**, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the association as herein-after provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of a developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2007, whichever first occurs.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments.

Developer hereby covenants for each lot sold 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 it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common areas, including all surface water management systems facilities.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessments.

(a) Until January 6, 2006, the maximum annual assessment shall be \$250.00.

(b) From and after January 6, 2006, the maximum annual assessment may be increased each year not more than 10% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of the members' votes.

(c) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum, without a member vote.

Section 4. Special Assessments for Capital Improvements. 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 purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the December 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a 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, on or before May 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which become 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.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Only the Association shall have such rights in and to the common area as follows:

(a) For the purpose of drainage and utilities, and the maintenance thereof;

(b) To dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Right of Entry. Only the association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area of lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

Section 3. No Partition. There shall be no judicial partition of the common area, nor shall developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V. USE RESTRICTIONS

The subdivision Walden Vista shall be occupied and used only as follows:

Section 1. Use. Each lot shall be used exclusively for single family occupancy residential purposes, and no more than one dwelling unit shall be located on any platted lot. Said dwelling unit may not be a mobile or modular home but only a conventional home. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the above described real property, other than sales of homes and lots.

Section 2. Sidewalks and Driveways. A concrete apron from the street curb to the Lot line shall be constructed; and a concrete sidewalk five (5) feet in width and four (4) inches in depth, located adjacent to the Lot line and within the street right-of-way, shall be constructed along one side of the boundary line of the public street which shall be used for public pedestrian traffic.

Section 3. Landscaping and Trees. All areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after completion of the construction of the dwelling on such Lot. All landscaped areas shall be maintained and good horticulture standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. Within one (1) month after the issuance of a Certificate of Occupancy of a dwelling on a Lot, all front and side yard areas must be sodded with St. Augustine grass, the rear yard must be sodded, and a sprinkler system shall be installed for entire yard which shall be properly maintained in good working order. Trees on Lots shall be

maintained in a good and healthy condition including trimming of dead wood and protection against rot and proper fertilization.

Section 4. Garages. Each single family dwelling shall have a private garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to the front Lot lines. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling.

Section 5. Construction. The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco or stone and there shall be no exposed concrete block. All construction on each Lot shall be new construction. No used building or structures shall be moved onto any Lot. Furthermore, there shall be no storage of building supplies on any Lot except in connection with the immediate construction of a single family dwelling upon said Lot. No prefabricated or modular single family dwelling shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer. The minimum roof pitch shall be 5/12 and the roofing shingles shall have a minimum of a 20 year architectural life. No mobile homes or house trailers shall be permitted on any Lot at any time. If construction of a residence on any Lot is not commenced within sixty (60) days after such Lot is purchased from the Developer, the Owner of such Lot shall be required to keep the Lot free from litter, refuse, trash and debris and to keep the Lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis. If the Owner fails to comply with the foregoing, the Developer may remove all such trash or debris from the Lot and/or mow the Lot and the Owner of the Lot shall pay the Developer within ten (10) days after receipt of an invoice from the Developer, the reasonable cost of such removal or mowing, plus twenty (20%) percent of such cost as an agreed upon administrative charge

Section 6. Prohibited Dwellings. Other than new utility buildings, no building or structure of any sort may be moved on any lot, it being the intention of these restrictions that any and all buildings and structures constructed on the property be of new materials. No tent, motor home, camper, travel trailer, garage outbuilding or attachment shall be erected or placed on any lot prior to the placement or the construction or delivery of the main dwelling unit, nor at any time may be used as a residence, either temporary or permanent.

Section 7. Setbacks. No part or portion of any dwelling unit or structure shall be placed closer than twenty (20) feet from the front property line, or twenty (20) feet from rear property line, nor seven and one-half (7 1/2) feet from side property line, or within twenty (20) feet of any side property line abutting a street. Notwithstanding the foregoing, the Developer reserves the right to amend the setback provision for any Lot that may require special consideration due to its irregular shape or location, provided all zoning laws are complied with. All dwellings will face the road that has the minimum amount of frontage.

Section 8. Garbage. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as

to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

Section 9. Nuisances and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets may be kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purposes. No residence shall have more than three (3) dogs, provided that they are not maintained or bred for any commercial purpose. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole.

Section 10. Signs. No advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale or rent, and any signs used by a builder or developer to advertise the property during construction or sales period.

Section 11. Visual Obstructions, Aerials, Television Antennas. Outside antenna or satellite dishes shall not be located between dwelling unit and adjacent street. However, the Developer may approve one small personal satellite dish not exceeding 24 inches in diameter mounted on the rear side of the roof of the dwelling constructed and maintained in good condition and in a location so as not to be visible from the street abutting the dwelling. All mowers, bicycles, appliances, etc., to be permanently stored out of sight. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All newspaper boxes shall be mounted on the same post as the mailbox.

Section 12. Utility Buildings and Detached Garages. No utility buildings, sheds or outbuildings shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer.

Section 13. Development Control. At least thirty (30) days prior to the date of commencement of construction of any dwelling on any Lot, or the construction of any improvements to an existing dwelling on any Lot, the Owner of such Lot shall furnish to the Developer the following:

- (a) A master copy of the floor plans with elevations.

The Developer shall review the foregoing to determine whether they comply with the provisions of the Declaration and to applicable zoning ordinances; to determine whether or not the proposed dwelling to be constructed upon the Lot will blend architecturally with the other dwellings constructed or to be constructed on other Lots in the property; will detract from the neighborhood or will materially affect the property value of other Lots in the Property; to determine the nature and quality of proposed workmanship and materials; and to determine the location of the dwelling with respect to the topography and finished grade of the dwelling. The Developer shall either approve or disapprove the proposed plans and specifications and if they are approved shall furnish the Owner a notarized statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of the disapproval and the reason for

disapproval shall be given to the Owner of the Lot within twenty (20) days after receipt of the plans and specifications. After plans and specifications have been approved, construction shall commence as soon as practicable and construction shall be completed in accordance with the plans and specifications and there shall be no material changes in the plans and specifications without the prior written consent of the Developer. This paragraph imposes no responsibility or liability upon the Developer to review the plans and specifications, and each Owner is responsible for the quality and safety of construction of the dwelling on each such Owner's Lot.

Section 14. Fencing. No continuous hedge or planting shall be permitted between the front setback line and the front Lot line, except shrubbery next to the dwelling which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front Lot line. No continuous fence, wall, hedge, planting or like structure over six (6) feet in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the subdivision must be of new material and constructed of either, wood, plastic PVC, aluminum, ornamental iron or finished masonry. Each such fence shall be constructed in a manner that does not detract from the neighborhood and shall be maintained in good condition. For wood fences, all supporting framework shall face the interior of the Lot. Lots which abut Lake Mable Loop Road shall have a black aluminum or white PVC fence with painted stucco columns.

Section 15. Boats and Vehicles. No boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include pickup trucks, SUVs, passenger vans, and minivans), and commercial vehicles shall be permitted to remain in the subdivision overnight; except that boats and boat trailers, travel trailers, motor homes, camper vehicles and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis not exceeding seven (7) days; or (c) parked on a Lot in a location fifty (50) feet behind the front property line, and when such boat or vehicle is not visible from the street and does not detract from the neighborhood. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street or front lawn of the subdivision overnight or on a regular or continuing basis. Notwithstanding the foregoing, a member of a family residing in the home may park a passenger car or pickup truck in the driveway of the residence as long as such vehicle is operable and has a current tag registration.

Section 16. Pools. No above ground pools may be installed on any Lot. All pools must be enclosed by fences or wall enclosures on all sides or screen enclosures.

Section 17. Clotheslines. Clotheslines and the drying of clothes or other items on lines on the Property are prohibited to the extent permitted by law.

Section 18. Maintenance. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of

common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be placed upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

Section 19. Regulations. Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

Section 20. Easements. Easements for roadways, utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, permanent improvements, or landscaping plants, other than grass, shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of roadways, utilities and drainage facilities.

Section 21. Utilities. All utility lines, including electrical and telephone lines, shall be installed underground. This shall apply to all connections to both underground and overhead terminals.

Section 22. Vegetation in Rights-of-way. Each Owner of a Lot agrees to maintain and trim the vegetation in the road right-of-way adjacent to such Owner's Lot and agrees to maintain and trim the vegetation located within all drainage swales and all easements located on such Owner's Lot. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale or drainage easement swale may be subject to temporary standing water when conditions decrease the rate of percolation and drainage runoff from such road right-of-way of drainage easements.

Section 23. Fire or Casualty. No building within the Subdivision which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such partially or totally destroyed state for a period in excess of six (6) months from the time of such fire or other casualty. If not reconstructed or repaired within such six (6) month period, the Owner shall promptly raze and remove such dwelling from the Lot. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by the Developer. Any construction or repair which is not in accordance with such original plan shall be resubmitted to the Developer for review and approval. Any such repair and reconstruction shall be pursued diligently and continuously until completed.

ARTICLE VI. HOMEOWNERS ASSOCIATION

The Developer has formed the Association. The Owners of all Lots in the Property shall be members of the Association and the Developer reserves the right to add other lands in the

vicinity of the Property to the area in which the Owners Lots are members of the Association. Such additional property shall be added by reference to the Association in the restrictions recorded for each new subdivision. The Association has the right, responsibility and obligation to:

1. Maintain all Subdivision streets in a good and safe condition and repair and resurface when and if necessary, unless maintained by a governmental entity.
2. Maintain lift station and sewer system within the Subdivision, unless maintained by a governmental entity.
3. Maintain all landscaping, irrigation and entrance signs at the entrance to the Subdivision and all other improvements, etc. constructed by the Developer at the entrance to the Subdivision or within the right of way of easements, drainage swales or swales which are not the responsibility of the Lot Owners to maintain, repair and replace or which have not been turned over to a governmental entity or utility supplier to maintain, repair and replace.
4. Enforce the provisions of this Declaration.
5. Maintain the drainage swales or underground pipeline and other drainage facilities located within the Drainage Easement, excluding any obligation to maintain any plantings or grassed areas, which shall be the Lot Owner's responsibility to maintain.
6. Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate. The Association may choose to purchase Personal Property Damage coverage for the fence or landscaping.
7. Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promotion of the health, safety, general welfare and benefit of the Members and the Subdivision.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. The Developer, 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 Developer, the Association, or by 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 judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members. The restrictions in Article V may be amended at any time by

the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions

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 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 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 of 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-five (25) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Section 6. Violations. Any violation of the above prior to fifty (50) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 7. Attorney Fees and Costs. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

Section 8. Common Area. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

Section 9. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing 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 developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any

part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

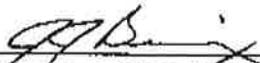
(c) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

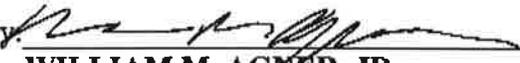
(d) Prevent developer, developer's transferees, or their employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

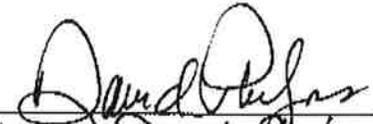
As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

Executed this 5 day of JANUARY, 2005.

DAWA DEVELOPMENT, LLC, a Florida
Limited Liability Company

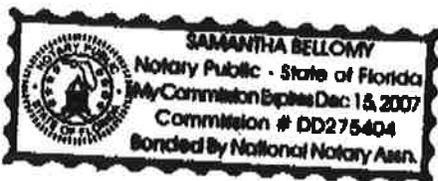

Witness: J.J. BRENNING

By 
WILLIAM M. AGNER, JR.
Managing Partner


Witness: David Phelps

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 5 day of JANUARY, 2005, by William M. Agner, Jr., who is personally known to me or who has presented his Florida Drivers' License as identification.




Notary Public

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My Commission Expires: 12-15-07

27

INSTR # 2005073850
BK 06145 PGS 1064-1066 PG(s) 3
RECORDED 04/04/2005 12:48:55 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY R Peacock

Prepared by and return to:
Neal B. Young, Attorney
300 Third Street, N.W.
Winter Haven, FL 33881
via W.H. Courier

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WALDEN VISTA**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Walden Vista (Declaration) recorded in O.R. Book 6041, Pages 664-676 of the Public Records of Polk County, Florida made by DAWA Development, LLC, a Florida Limited Liability Company, and Bowen Family Homes of Florida, Inc., being all owners of record of all lots of record on the plat of Walden Vista as the same is recorded in Plat Book 129, Pages 29 and 30, Polk County, Florida.

WHEREAS, ARTICLE VII, Section 3 of the Declaration allows an amendment to the Declaration by recording an instrument executed and acknowledged by not less than three-fourths (3/4) of the members of each class of members.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Walden Vista recorded in O.R. Book 6041, Pages 664-676, Polk County, Florida is amended as follows:

1. **ARTICLE VI, Section 8.** Is created and shall read as follows:

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 issued by the Southwest Florida Water Management District, unless and until an alternate entity assumes responsibility for the operation and maintenance of the surface water management system facilities of the subdivision.

1. ARTICLE VII, Section 1. Is amended to hereafter read as follows:

The Developer, Association, any Owner or the Southwest Florida Water Management District (The District) 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 Developer, the Association, the District, or by 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.

Executed this ___ day of March, 2005.

DAWA DEVELOPMENT, LLC
a Florida Limited Liability Company

Neal E. Young
Witness: Neal E. Young

By: William M. Agner, Jr.
William M. Agner, Jr.
Managing Partner

Teresa Warren
Witness: Teresa Warren

BOWEN FAMILY HOMES OF FLORIDA,
INC.

Neal E. Young
Witness: Neal E. Young

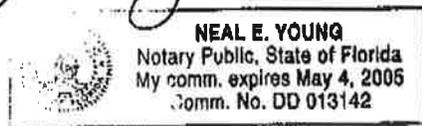
By: Jerry Jason Brenning
Jerry Jason Brenning
Vice President

Teresa Warren
Witness: Teresa Warren

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18 day of March, 2005, by William M. Agner, Jr., who is ~~personally known to me or~~ who has produced _____ as identification.

Neal E. Young
Notary Public



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18 day of March, 2005, by Jerry Jason Brenning, who is ~~personally known to me~~ or who has produced _____ as identification.


Notary Public

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