Restrictive Convents And Conditions Waterwood II POA

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PREPARED BY AND RETURN TO:

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AMENDMENT TO WATERWOOD II RESTRICTIVE COVENANTS AND CONDITIONS

THIS AMENDMENT TO WATERWOOD II RESTRICTIVE COVENANTS AND CONDITIONS (Amendment) is made by WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC. (Association), a Florida not-for-profit corporation.

RECITALS

1. On or about June 1, 1979, William Ellsworth, Jr. created a subdivision known as Waterwood Addition Subdivision. The subdivision's legal description is as follows:

> WATERWOOD ADDITION SUBDIVISION, as recorded in Plat Book 68, pages 24 & 25, of the Public Records of Polk County, Florida.

2. On or about June 1, 1979, William Ellsworth, Jr. as Developer of Waterwood Addition filed the "Restrictive Covenants and Conditions" as recorded in OR Book 1879, Pages 2148-2151 of the Public Records of Polk County, Florida.

3. An amended "Amended Restrictive Covenants and Conditions" (Amended Covenants) was filed on March 27, 1981 and was recorded in OR Book 2006, Pages 558-559 of the Public Records of Polk County, Florida.

4. A second "Amended Restrictive Covenants and Conditions" (Second Amended Covenants) was filed on August 8, 1983 and was recorded in OR Book 2172, Pages 2052-2054 of the Public Records of Polk County, Florida.

5. Section 720.306(1)(b) of the Florida Statutes provides that "any governing document of an association may be amended by the affirmative vote of two-thirds of the voting interests of the association." FLA. STAT. § 720.306(1)(b) (2007).

6. Pursuant to the above-referenced Section, the Waterwood II Property Owner's Association Board of Directors desires to incorporate the Amendments (Amendment) attached herein as Exhibit A.

7. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

8. In the event that there is a conflict between this Amendment and the prior Amended Covenants, this particular Amendment shall control. Whenever possible, this Amendment and the Amended Covenants shall be construed together as a single document. Except as modified hereby, the Amended Covenants shall remain in full force and effect.

9. This Amendment is a covenant running with WATERWOOD ADDITION SUBDIVISION.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Waterwood II Property Owner's Association Board of Directors, acting on behalf of WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC., have set their hands and seal this 22 day of June, 2009.

WITNESSES:

David MacDonald, J.D.

Print name: DAVID MACDONALD, J.D.

Eric K. Allen

Print name: Eric K. Allen

WATERWOOD II POA, INC.

By: Albert C. Dobson

Name: ALBERT C. DOBSON

Title: PRESIDENT

EXHIBIT A

WATERWOOD II RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, ELLSWORTH, INC., a Florida corporation, is the former Owner of the following described real property in Polk County, Florida, described as:

> Lots 1-84, inclusive, WATERWOOD ADDITION SUBDIVISION, as per the Plat thereof recorded in Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida.

WHEREAS, the former Owner of said real property desired to impose restrictive covenants and conditions on said real property for the benefit of subsequent grantees, which restrictive covenants and conditions shall be deemed to be covenants and conditions running with the land, and whereas the former Owner has subsequently conveyed said real property to the property owners of the Waterwood Addition Subdivision and said current property owners desire the continuance of these restrictive covenants and conditions, and

WHEREAS the restrictive covenants and restrictions are recorded in Polk County, Florida OR Book 1879, Pages 2148-2151 and amended restrictive covenants and conditions are recorded in Polk County, Florida OR Book 2006, Pages 558-559, and OR Book 2172, Pages 2052-2054, and

WHEREAS the property owners of the Waterwood Addition Subdivision desire to amend and extend the restrictive covenants and conditions, it is then the intent of the property owners to amend and extend the restrictive covenants and conditions as follows:

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon each lot as described hereinabove, the breach of which shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Waterwood II Property Owner's Association, Inc. but shall entitle any record owner of any one lot hereinabove described to proceed with legal action to prevent the furtherance of any breach of said restrictive covenants and conditions and/or for damages resulting from said breach. Failure to enforce in whole or in part any of said restrictive covenants or conditions for any length of time shall not estop any party so entitled from enforcing same. Further, invalidation of any one or any part of one of these restrictive covenants and conditions by Judgment or Order of Court will in no way affect any of the other restrictive covenants or conditions herein set out, and such other restrictive covenants or conditions shall remain in full force and effect.

1. Each lot shall be used expressly and exclusively for a single-family, private residence purposes.

2. No business activity shall be conducted or carried on in connection with the residential usage of any one lot or parcel. Further, no signs of any character may be exhibited or displayed upon any lot or the improvements thereon except one (1) sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder during the period of improvement construction, or a sign of a reasonable display area identifying the owner of the single-family dwelling house.

3. No lot may contain more than (1) single family dwelling house. Each single-family dwelling house may not exceed two stories in height nor contain less than a minimum of 1,600 square feet. All square footage shall be measured by outside dimensions, exclusive of garages, screened or unscreened porches and covered walkways, breezeways and approaches.

4. Each single-family dwelling house shall contain a minimum of a standard double car garage which shall be enclosed with a conventional width and proper movable door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit to conform architecturally therewith. Each garage shall furthermore maintain an operable and movable door(s) and will maintain its outward appearance as a functional garage. The driveway from each garage to the public street right-of-way adjacent to each lot need not be paved; however, said driveway shall be in keeping with other driveways in the Subdivision and shall be maintained by the dwelling unit owner so as not to degrade the value of the dwelling unit or adjacent properties. No driveway shall be constructed from Lots 1-16, inclusive, or Lot 84 to Boy Scout Ranch Road and no vehicular or pedestrian ingress and egress shall be allowed directly from these lots to that road.

5. All construction, repair, and/or modifications shall utilize new building materials. No used buildings or structures shall be moved onto any lot; nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, woodtreatment, or other similar treatment and in keeping with other residences in the subdivision. If any storage sheds, detached buildings, or other structures are placed onto a lot, such structures shall only be placed to the rear of the principal residential structure, shall be covered structures, and must be properly finished in the aforementioned manner. No portion of the shed, detached building, or other structure shall abut any further than the rear wall of the principal residential structure.

6. No tent, garage, outbuilding or attachment shall be erected on any lot prior to construction of the main dwelling house; and none shall be used as a residence, either temporary or permanent.

7. Each house shall be built on a lot so as to face for front yard purposes the lot line having the shortest frontage along a public road right-of-way; however, no house shall be built facing Boy Scout Ranch Road. No part or portion of any single-family dwelling house, garage, or outbuilding on any lot shall be erected (for front yard purposes) closer than 35 feet from any public road right of way nor closer than 10 feet from any side yard property line nor closer than 35 feet from any rear yard property line. All walls, fencing, or hedging along or near the boundary line of any lot shall be erected, constructed or grown in such a manner so as to compliment the dwelling units in the neighborhood. Further, no wall, fence or hedge shall be constructed, placed, or grown in excess of four (4) feet in height above normal ground level within the minimum building

setback areas along the public roadways within the subdivision. In addition, there shall not be placed within the minimum building site setback areas along the public roadways in the subdivision security chain-link fencing.

8. All telephone and electrical services to any dwelling unit must be underground from the point of distribution to the dwelling unit. All outside aerials and antennas must be located in the rear yard and shall be reasonable in height. There shall be no permanent receptacles for garbage and/or trash located in the front yard of any lot, and all receptacles for garbage and trash shall be located as not to be visible from the front of the property.

9. All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailer shall be parked on any lot at any time. Additionally, there shall be no parking of any commercial vehicles or any trucks of any nature, other than pick-up trucks, vans or campers, upon a lot or the public road rights-of-way adjacent thereto; nor shall there be storing of vehicles upon any lot other than boats and boat-trailers which shall be stored either in the garage or on the rear of each lot. "Commercial vehicles" shall be defined to include, but not be limited to, the following: heavy machinery equipment, dump trucks, tractors and trailer rigs (either as one unit or separate units), vehicles having more than two axles on the road, vehicles not ordinarily used for personal transportation, and flatbed vehicles.

10. No livestock or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats and other household pets may be kept on any lot provided that they are not maintained or bred for any commercial purpose and that proper restraint and control are used in the keeping of them.

11. No lot without a house constructed thereon shall be used for parking purposes nor shall any lot be used, without express written permission of the Waterwood II Property Owner's Association, Inc., for ingress, egress, utility and/or drainage purposes to adjacent properties.

12. 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 an annoyance or nuisance to the neighborhood; nor shall any use be made of any lot that will in any way inure the value of any adjoining lot or the surrounding property as a whole.

13. A. The North 140 feet of Lot 48 is hereby excepted from the effect and import of these Restrictions, inasmuch as ELLSWORTH, INC., the former Owner has granted and conveyed said North 140 feet of Lot 48 to the use and benefit of Waterwood II Property Owner's Association, Inc., a Florida corporation not for profit, and its membership, guests and/or invitees; the use of which shall be for recreation purposes and governed in accordance with its Articles of Association. Lot 48, less the north 140 feet thereof shall henceforth be deemed and considered to be an entire lot for the purposes of these restrictions and shall continue to be subject in all respects thereto.

B. The representatives of the Waterwood II Property Owner's Association, Inc. reserve the right to enforce the use of the existing easements of record over, under and across:

The South 10 feet of Lot 28
The North 10 feet and the West 10 feet of Lot 29
The West 10 feet of Lot 47
The East 20 feet and the North 10 feet of Lot 48
The North 10 feet of Lot 59
The South 10 feet of Lot 60

for the use and benefit of Waterwood II Property Owner's Association, Inc., a Florida corporation not for profit, and its membership, guests and/or invitees; however, to be limited to pedestrian and/or bicycle access to the North 140 feet of Lot 48 in conjunction with and only for the purpose of Association members, guests and/or invitees usage of said North 140 feet of Lot 48 for recreational purposes in accordance with said Association's rules and regulations. Vehicular traffic over said easements shall at all times be prohibited except for the purpose of maintaining same and constructing and/or maintaining any of the lawns, shrubbery, trees and/or improvements placed upon the North 140 feet of Lot 48 for recreational purposes by the Property Owner's Association.

C. The Property Owner's Association shall also be empowered, but not obligated:

1. To enforce these Restrictive Covenants and Conditions either on its own account or in conjunction with other lot owners.

2. To maintain subdivision perimeter fencing.

3. To maintain those drainage easements as shown on the plat of Waterwood Addition Subdivision, Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida.

4. To maintain an entrance sign at the Southwest corner of Lot 1 at the intersection of Boy Scout Ranch Road and Black Walnut Drive which sign shall be for the purpose of designating the subdivision's name.

5. In order to maintain and preserve the natural beauty of the subdivision, it may beautify by horticultural and/or tree plantings, perimeter fencing, drainage easements, an entrance sign as set forth above, and/or road rights of way and roadway cul-de-sacs lying within the subdivision.

D. Members of the Property Owner's Association shall be lot owners in Waterwood Addition Subdivision. Said membership shall be mandatory and all members shall be subject to the Restrictive Covenants and Conditions and the Articles of Association, including all amendments thereto. The requirements to be an active member in good standing of the Association and entitled to full membership privileges shall be governed by the Articles of Association and these Restrictive Covenants and Conditions. The membership of the Association may be increased by the Association membership who are lot owners of Waterwood Addition Subdivision to include as members lot owners of Waterwood Subdivision, according to the Plat thereof recorded in Plat Book 66, Page 39, Public Records of Polk County,Florida; said membership addition, however, to be in accordance with the Articles of Association and these Restrictive Covenants and Conditions thereof.

14. The cutting and/or removal of any trees within the subdivision shall be performed in strict accordance with the Polk County Land Development Code and all amendments thereto.

IN WITNESS WHEREOF, WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, has executed this Amendment of Restrictive Covenants and Conditions by its proper corporate officers and affixed its corporate seal this 22nd day of June, 2009.

Signed, sealed and delivered by WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC.
In the presence of:

David Maldonado, J.D.
(Witness) DAVID MALDONADO, J.D.

By: Albert C Dobson
Albert C. Dobson, President

Linda Stutzman
Linda Stutzman

(Corporate Seal)

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by Albert C. Dobson, President of WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, and Linda Stutzman, Secretary of WATERWOOD II PROPERTY OWNER'S ASSOCIATION, Inc. this 22nd day of June, 2009.

E K Allen
Notary Public, State of Florida
My Commission Expires: 7/16/2013

Notary Public State of Florida
Eric K Allen
My Commission DD888157
Expires 07/16/2013

AFFIDAVIT OF ALBERT C. DOBSON

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared the undersigned party, who having been by me first duly cautioned and sworn, has executed this Affidavit, who made the following statements:

1. **Affiant** states that he/she is over the age of eight (18) and understands the importance of an Affidavit.

2. **Affiant** states that he/she makes this Affidavit of his/her personal knowledge.

3. **Affiant** is the current President of Waterwood II Property Owner's Association, Inc. and was the President during all times relevant to the proceeding for amending the Waterwood Addition Subdivision Protective Covenants.

4. **Purpose of Affidavit.** The Affiant swears and affirms that in accordance with Florida law, a meeting was held on May 16, 2009 to approve the Waterwood II Restrictive Covenants And Conditions. Proper notice was given to all interested members of the Waterwood II Property Owner's Association, Inc., and a quorum was present at the meeting. The Waterwood II Restrictive Covenants And Conditions was approved by a voting majority during the meeting.

FURTHER AFFIANT SAITH NOT.

DATED this 22 day of June, 2009.

Albert C Dobson
ALBERT C. DOBSON

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged under oath before me this 22nd day of June, 2009, by Albert C. Dobson, who declared his/her identity and who is personally known to me or who has produced a Florida Driver's License or _____ as personal identification.

Notary Public State of Florida
Eric K Allen
My Commission DD888157
Expires 07/16/2013

Notary Public, State of Florida
My Commission Expires: 7/16/2013

AFFIDAVIT OF LINDA STUTZMAN

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared the undersigned party, who having been by me first duly cautioned and sworn, has executed this Affidavit, who made the following statements:

1. **Affiant** states that he/she is over the age of eight (18) and understands the importance of an Affidavit.

2. **Affiant** states that he/she makes this Affidavit of his/her personal knowledge.

3. **Affiant** is the current Secretary of Waterwood II Property Owner's Association, Inc. and was the Secretary during all times relevant to the proceeding for amending the Waterwood Addition Subdivision Protective Covenants.

4. **Purpose of Affidavit.** The Affiant swears and affirms that in accordance with Florida law, a meeting was held on May 16, 2009 to approve the Waterwood II Restrictive Covenants And Conditions. Proper notice was given to all interested members of the Waterwood II Property Owner's Association, Inc., and a quorum was present at the meeting. The Waterwood II Restrictive Covenants And Conditions was approved by a voting majority during the meeting.

FURTHER AFFIANT SAITH NOT.

DATED this 22nd day of June, 2009.

Linda Stutzman
LINDA STUTZMAN

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged under oath before me this 22nd day of June, 2009, by Linda Stutzman, who declared ~~his~~/her identity and who is personally known to me or who has produced a Florida Driver's License or _____ as personal identification.

Notary Public State of Florida
Eric K Allen
My Commission DD888157
Expires 07/16/2013

Notary Public, State of Florida
My Commission Expires: 7/16/2013