

f MARK A MASTRANGELO  
203 THOMAS COURT  
WINTER HAVEN, FL 33880-7152

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,  
RESTRICTIONS, LIMITATIONS, AND CONDITIONS  
OF LAKE THOMAS WOODS 8th ADDITION**

Lake Thomas Woods 8<sup>th</sup> Addition Homeowners Association, a Florida corporation, hereafter Association, hereby amend the Declaration of Restrictive Covenants, Restrictions, Limitations, and Conditions which were recorded in Official Record Book 4628, Page 0934, pertaining to the lands lying within LAKE THOMAS WOODS 8<sup>th</sup> ADDITION, as shown in Plat Book 111, Page 37, in the public records of Polk County, Florida, as follows:

The restrictions recorded in Official Record Book 4628, Page 0934 public records of Polk County, Florida are deleted in their entirety and substituted therefor are the following:

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the subdivision of LAKE THOMAS WOODS 8<sup>th</sup> ADDITION, as shown in Plat Book 111, Page 37, in the public records of Polk County, Florida, Declarant hereby declares that all of the property within the subdivision shall be held, sold, and conveyed subject to the following easement, restrictions, covenants, and conditions which are for the 3m co protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title and interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

**ARTICLE I  
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to LAKE THOMAS WOODS 8th ADDITION HOMEOWNERS Association, its successors and assigns.

SECTION 2. "Owner shall mean and refer to the record owner whether one or more persons or Entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.

SECTION 4. "Common Areas" shall mean all real property owned by LAKE THOMAS WOODS 8<sup>th</sup> ADDITION, or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, wales, culverts, water control structures. retention and detention areas, ponds, lakes, floodplain common areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat, including, without limitation, the tracts described as Tracts A, B, C and D on the Plat of Lake Thomas Woods 8<sup>th</sup> Addition.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

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CLERK OF COURT POLK COUNTY  
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SECTION 6. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

## **ARTICLE II PROPERTY RIGHTS**

SECTION 1. (a) The right of the association to dedicate or transfer all or part of the common area to any public agency, authority or, utility for such purposes and subject to such conditions as may be agree to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by one half (1/2%) of members has been recorded

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

SECTION 2. All members shall be owners and be entitled to one (1) vote for each lot owned. When more than one person holds interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

## **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1- CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association:

- (a) annual assessments or charges
- (b) special assessment for capital improvements
- (c) lake lot assessments, if applicable: all such assessments to 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 shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians

and other dedicated areas within the properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

**SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS:**

- (a) The annual assessment against owners shall be one hundred eighty five dollars (\$185.00) per lot,
- (b) The maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership,
- (c) The maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose,
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**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 upon the common areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of one half (1/2) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 5. NOTICE AND QUORUM FOR-ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of member shall constitute a quorum.

**SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES:** The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall bear an administrative late fee of twenty five dollars (\$25.00) immediately following the due date. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot

pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such sale or transfer.

## **ARTICLE V USE RESTRICTIONS**

**SECTION 1. VIOLATION:** If any person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, Including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or person violating these restrictions the costs incurred by such prevailing party including reasonable attorney's fees. Invalidation of any of these covenants by Judgment of Court Order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

**SECTION 2. RESIDENTIAL LOTS:** All lots included within the real estate to which these Restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said lots, other than one single family dwelling unit not to exceed thirty-five (35) feet in height. The limitation of two stories shall not be construed to prohibit a tri-level dwelling house, but any two story, split level or tri-level dwelling house shall have an enclosed inside living area of not less than the minimum square footage hereafter set forth. All dwelling houses shall have a minimum of two-car garage. No carport shall be allowed in the front yard. These Restrictions preclude and prohibit the construction of basements under any dwelling. No garage shall be erected on any lot in said subdivision prior to the construction of a dwelling. If a garage is built simultaneously with, or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same materials. All garages shall have movable overhead doors. The minimum square footage of living area shall not be less than fifteen hundred (1500) square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials

**SECTION 3.** No building shall be located upon any residential building lot which is not in compliance with the setback requirements approved for the property by the County of Polk.

**SECTION 4. NO OFFENSIVE ACTIVITY.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

**SECTION 5. NO TEMPORARY STRUCTURES.** Unless otherwise specifically allowed or permitted under these covenants, no, trailer, basement, tent, shack, or barn shall at any time be placed temporarily or permanently upon the property.

**SECTION 6. FENCES:** All fences shall not exceed six (6) feet in height across the rear lot line and the side lot lines running from the rear property line not to exceed the front of the home. All fences to be erected on the side lot lines to be erected from the front of the home to the street shall not exceed three (3) feet in height.

**SECTION 7. AERIALS: ANTENNAS.** Exterior radio aerials, television, cable, or satellite antennas or dishes shall not be attached to the front of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen (15) feet above the roof ridge line to which the aerials, cable or antenna is constructed.

**SECTION 8. OUTDOOR CLOTHES DRYING:** No outdoor clothes drying shall be allowed

**SECTION 9. EASEMENTS:** The Association, for itself and its successors and assigns, hereby reserves and is given a Perpetual, alienable and releasable easement, privilege and right on, over and under (1) the common areas (2) all easements of record as described on the plat of LAKE THOMAS WOODS 8<sup>th</sup> ADDITION, as recorded in Plat Book 111, Page 37, Public Records of Polk County, Florida. The owners of the lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements and the sole and the exclusive property of the Association and its successors and assigns.

**SECTION 10. PARKING:** All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and/or campers upon the right-of-ways of the platted roadways within or outside of and adjacent to the subdivision. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks, vans or campers upon a lot. No vehicles may be stored upon any lot other than boats and trailers which must be stored either in the garage or on the rear of each lot, behind a fence so as not to be visible from the road. All motor vehicles, cycles and other engine-run apparatus located and/or run within the subdivision by a lot owner, their guests and/or invitees will carry legal sound control devices as prescribed by the manufacturer. There shall be no overnight parking of any vehicle on the lawn.

**SECTION 11. PETS:** No animal (Dog or Cat) shall be allowed to roam unattended, outside of a fenced area, in Lake Thomas Woods 8<sup>th</sup> Addition. All dogs going outdoors must be under the direct supervision and control of the Owner or confined to the Owner's Lot. All pet waste is required to be removed immediately.

No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any lot.

**SECTION 12. RESTRICTION WAIVER:** In the event that a violation of any of these restrictions shall inadvertently occur which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors of the Homeowners Association shall have the right and authority to waive such a violation.

**SECTION 13. TRASH:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in dean and sanitary condition.

**SECTION 14. SIGNS:** No sign of any kind may be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or identifying the owner thereof, or Home Security signs.

**SECTION 15. COMMON AREAS:** No improvements shall be constructed upon any portion of the common areas without the approval of the Board of Directors of the Homeowners Association. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and benefit of all lot owners.

- (a) No activities constituting a nuisance shall be conducted upon common areas.
- (b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon common areas.

- (c) The Association may from time to time adopt reasonable rules and regulations concerning the use of the common areas which shall be binding upon all members of the Association.
- (d) The Association shall at all times pay the real property ad valorem taxes if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common areas. Said insurance policies shall be in the name of the Association for the benefit of the Association members and owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.
- (e) At all times hereafter, all capital improvements to the common areas, except for replacement or repair of those items installed by the Association and except for personal property related to the maintenance of the common areas, shall require the approval of fifty percent (50%) of the votes entitled to be cast.

**SECTION 16. PROPERTY MAINTENANCE** In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon which is not in accordance with the covenants, conditions and restrictions outlined herein, including landscaping, grass and shrubbery, the owner shall be notified and given fifteen (15) days in which to correct or abate the situation. If the owner fails to do so, the Homeowners Association shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose for repairing. Maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the Mechanics Lien Law of the State of Florida, and the owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien. If painting of the dwelling changes the color of the exterior from the original color; it will be required to be approved by the Board.

**SECTION 17. UTILITIES**, The County of Polk, or its successors, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County of Polk, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the septic tank lines and disposal plant owned by and controlled by the County of Polk, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County of Polk, has a nonexclusive perpetual easement and right in and to, over and under property as described in this Declaration and the plat of the property for the purpose of installation and/or repair of water and sewage facilities.

**SECTION 18. OUTBUILDINGS:** Storage sheds must meet building codes, hurricane standards, be constructed of standard building materials, and match the exterior color of the single family dwelling.

**ARTICLE VI  
COMPLIANCE WITH SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT SURFACE DRAINAGE REQUIREMENTS  
INCLUDING RESTRICTIONS, ENFORCEMENT RIGHTS, AND ASSESSMENT  
FOR MONITORING AND MAINTENANCE**

SECTION 1. It shall be the responsibility of each owner in the subdivision, at the time of construction of a building, residence or other structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision.

SECTION 2. No permanent building, residence or structure of any kind shall be ~ n s t ~ c t beyond any owner within that portion of any unit designated on the Subdivision plat as a drainage easement.

SECTION 3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined by the Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District,

SECTION 4. The Southwest Florida Management District shall have 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.

SECTION 5. If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

SECTION 6. If the Association ceases to exist, all of the 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 acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

**ARTICLE VII  
GENERAL PROVISIONS**

SECTION 1. ENFORCEMENT: The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an 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 of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT: The covenants and restrictions of this Declaration shall run with end bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by one half (%) of the lot owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the lot owners, except that any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District or its successor agency. Any Amendment must be recorded.

ARTICLE VIII

The common areas may not be mortgaged or conveyed without the consent of fifty percent (50%) of the lot owners.

ARTICLE IX

By its signature below, the Lake Thomas Woods 8th Addition Homeowners Association., a Florida corporation, hereby confirm, ratify and impose the Covenants as set forth in the above described documents.

IN WITNESS WHEREOF, the undersigned, being the Association herein, have hereunto set their hands and seal this 22 (day) of NOV. (month) of the year 2013 (year).

[Signature] (President)  
[Signature] (Vice President)  
Janet Pereira (Treasurer)  
[Signature] (Secretary)

STATE OF FLORIDA COUNTY OF / Polk

The foregoing instrument was acknowledged before me this 22 day of NOV 2013.

who produced FL ID as identification and who did (did not) take an oath.

My commission expires: April 18, 2014

Notary Public State of Florida [Signature]

Print Name: Sandra Kunze

Serial Number: \_\_\_\_\_

