

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GRAYROBINSON, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, LIMITATIONS AND CONDITIONS
FOR
ASHWOOD WEST**

THIS DECLARATION, made this 13th day of January, 2006, by BERKLEY ROAD, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

As used herein and as used in the Articles of Incorporation and Bylaws of the Association, the following terms shall have the following meanings:

"Applicable Laws" shall mean all federal, Florida, county and city laws, statutes, ordinances, rules and regulations and all rules and regulations promulgated by governmental agencies as the same are in effect from time to time which are applicable to the Property.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association in the form attached hereto as Exhibit A, and all amendments thereto.

"Association" shall mean and refer to Ashwood West Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit B, and all amendments thereto.

"Common Area" shall mean, collectively, Tract A and Tract B, as depicted upon the Plat of the Subdivision.

"Declaration" shall mean this Declaration of Covenants, Restrictions, Easements, Limitations and Conditions.

"Developer" shall mean BERKLEY ROAD, LLC, a Florida limited liability company.

"Drainage Facilities" shall mean and refer to the Retention Areas, all drainage easements depicted on the plat of the Subdivision, all pipe lines, catch basins and other equipment, fixtures and facilities which are a part of the surface water management and storm water drainage systems installed on and serving the Property and the Subdivision.

"Directors" shall mean the members of the Board of Directors of the Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

"District" shall mean Southwest Florida Water Management District.

"Lot" or "Lots" shall mean and include all parcels of land into which the Subdivision has been subdivided by the Developer as depicted on the plat of the Subdivision, except for the Common Area.

"Member" shall mean every person or entity who holds membership in the Association.

"Mitigation Area" shall mean the wetlands mitigation area constructed, operated and maintained in accordance with the Permits and located within the Common Area.

"Owner" or "Owners" shall mean the holders of the fee simple title to the Lots.

"Permits" shall mean any and all governmental permits and approvals associated with the Property, including, without limitation, the surface water management permits issued by the Water Management District and Polk County.

"Preservation Areas" shall mean those portions of the Common Area designated on the Plat of the Subdivision as jurisdictional wetland areas, including any Mitigation Areas.

"Property" or "Subdivision" shall mean the Subdivision known as Ashwood West, according to the plat thereof recorded in Plat Book 134, Pages 6 through 8, public records of Polk County, Florida, and any addition thereto added pursuant to the provisions of this Declaration.

"Retention Areas" shall mean and refer to the storm water drainage and retention areas located on the Common Area.

WHEREAS, the Developer is the owner of the Property;

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of and limitation upon all subsequent grantees;

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon the Property and each of the Lots which restrictive covenants and conditions shall be deemed to be covenants running with the land.

1. **RESIDENTIAL USE AND MINIMUM SIZE.** No Lot shall be used except for single-family residential purposes. No business activity shall be conducted or engaged in on any Lot in connection with the residential usage of any Lot. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum floor area of one thousand two hundred (1,200) square feet of air conditioned living area, exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. All computations of "floor area" shall be measured by outside dimensions. No building shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, except for utility buildings approved in accordance with the provisions of this Declaration.

2. **LOT SIZE.** No Lot shall be reduced in size except by the Developer.

3. **GARAGES.** Each single-family dwelling shall have a private, totally enclosed 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 line. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling. No carports shall be permitted.

4. **DRIVEWAY APRON AND DRIVEWAY.** At the time of the construction of the dwelling on each Lot, a concrete driveway apron from the street curb to the Lot line and a concrete driveway from the Lot line to the garage shall be constructed.

5. **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 horticultural standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. The Owner of each Lot shall comply with all land development laws, rules and regulations with respect to landscaping, shrubbery and trees. Within one (1) month after construction of a dwelling on a Lot, all yard areas which have been cleared or disturbed in connection with the construction shall be sodded or landscaped. Trees on Lots shall be maintained in a good and healthy condition including proper fertilization, trimming of dead wood and protection against rot.

6. **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. Roofs shall be minimum fifteen (15) year shingles. All construction on each Lot shall be new construction. No used buildings or portable structures shall be moved onto any Lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any Lot. No manufactured homes, mobile homes or house trailers shall be permitted on any Lot at any time. The Owner of a Lot shall be required to keep the Lot free from litter, refuse, trash and debris and keep the Lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis; and if the Owner fails to do so, 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 reasonable cost of such removal or mowing, plus twenty percent (20%) of such cost as an agreed upon administrative charge, within ten (10) days after receipt of a bill from the Developer.

7. SETBACKS. No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any Lot in a manner inconsistent with governmental Subdivision Regulations applicable to the Subdivision. All buildings shall be set back from the Lot boundary lines in accordance with such regulations.

8. UTILITY BUILDINGS. Any utility building, shed or outbuilding which is constructed or erected on any Lot must be constructed out of such materials and must have such finish so as to result in a structure which is architecturally similar and comparable in exterior appearance and finish to the dwelling constructed on such Lot. No structure of a temporary character, tents, shacks or any utility buildings, sheds or outbuildings shall be used on any Lot at any time as a dwelling, either temporarily or permanently.

9. HOMEOWNERS ASSOCIATION. The Association has been incorporated and has articles of incorporation and bylaws in the form of the Articles of Incorporation and Bylaws, the provisions of which are incorporated herein by reference and made apart of this Declaration. The Owners of all Lots in the Property shall be members of the Association. By acceptance of a Deed conveying a Lot in the Property, each Lot Owner agrees to be bound by all of the terms, conditions, and provisions of the Articles of the Incorporation and Bylaws of the Association. Membership in the Association shall be appurtenant to the ownership of Lots in the Property and may not be transferred separate from the ownership of a Lot. The Association has the right and responsibility to:

(a) Maintain the Drainage Facilities and all Preservations Areas within the Common Area in accordance with the requirements of the District and the Applicable Laws. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel any outstanding problems with the surface water management system facilities.

(b) Regularly cut the grass and other vegetation located within the Common Area, except in the Preservation Area.

(c) Maintain, repair and replace any entrance signs at the entrance to the Subdivision, if any.

(d) Maintain, repair and replace all improvements, including fences, walls or buffers now existing or hereafter constructed within the Common Area.

(e) Operate, maintain, monitor and provide required reports with respect to the Mitigation Area, in accordance with requirements of the Permits and the applicable rules of the District.

(f) Maintain, irrigate, fertilize and replace any landscape plants now or hereafter existing within the Common Area.

(g) Receive a Deed of Conveyance from the Developer and continue to own the Common Area, free and clear of encumbrances, except for real estate taxes and assessments.

(h) Pay all real estate taxes and tangible personal property taxes assessed with respect to any real or personal property owned by the Association.

(i) Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate.

(j) Provide fire and casualty insurance to insure any improvements, fixtures or equipment now or hereafter owned by the Association.

(k) Pay all water bills for water use for irrigation for landscaping which is the responsibility of the Association to maintain.

(l) Adopt such rules and regulations as the Directors shall deem appropriate concerning the use of any Common Area, including such rules and regulations as the Directors deem appropriate to restrict or prohibit entry upon the Retention Areas and Preservation Areas.

(m) To the extent that an Owner of a Lot fails to perform any items of maintenance, repair and replacement obligations of such Owner under this Declaration the Association shall have the right, but not the responsibility, to perform such maintenance, repair or replacement obligations.

(n) Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promoting the health, safety, general welfare and benefit of the Members and the Subdivision.

The Developer hereby grants and conveys to the Association the private drainage and access easement as depicted on the plat of the Subdivision for the purpose of permitting the Association to perform the obligations and responsibilities of the Association as specified above. As used herein the term "maintain" and "repair" shall mean the exercise of the normal care reasonably necessary to keep the item requiring maintenance or repair in good operating condition or in the functional condition intended at the time of its original installation and in conformance with Applicable Laws, Permits and so as to be aesthetically pleasing with respect to landscaping and planted areas.

10. MAINTENANCE BY OWNER. Each Owner shall be obligated to maintain and repair the residence on such Owner's Lot, all buildings, fixtures and appurtenances and all landscaping in a good, attractive condition so that they do not detract from the Subdivision. To the extent that any Owner fails to perform such Owner's responsibilities under this paragraph, after giving such Owner thirty (30) days prior written notice, the Association shall have the right to enter upon the Lot for the purpose of performing the obligations of the Owner under this paragraph and the Association is hereby granted a temporary easement for such purposes. Also, in such event the Owner shall be obligated to reimburse the Association for all costs incurred by the Association, together with an administrative charge of twenty percent (20%) of such costs. Such amount shall be due and payable upon written notice by the Association to such Owner and the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than one (1) square foot identifying the owner thereof and one (1) sign of not more than five (5) square feet advertising the property for sale or rent and except such signs and other advertising devices or structures of such size and design as the Developer shall approve in connection with the sale of Lots and the sale of homes constructed on Lots by builders in connection with the conduct of the Developer's operation for the development, subdivision and sale of Lots and homes in the Subdivision.

12. **AERIALS AND TELEVISION ANTENNAS.** No television antennas or aerals of any kind may be placed upon any Lot or on the exterior of any dwelling within the Subdivision unless such antenna or aerial is not visible from any public right of way. In addition, no satellite dish or wireless cable receiver shall be located on any Lot unless the same has a diameter of 24 inches or less, is not constructed in any setback area. The provisions of this paragraph shall be enforceable only to the extent that such enforcement is not prohibited by applicable laws, rules and regulations.

13. **BOATS AND VEHICLES.** Boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include sport utility vehicles, vans, minivans and pickup trucks not exceeding $\frac{3}{4}$ ton), pickup trucks exceeding $\frac{3}{4}$ ton and commercial vehicles shall not be permitted to remain in the Subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, pickup trucks exceeding $\frac{3}{4}$ ton 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 three (3) days; or (c) parked on a Lot in a location behind the front setback line for the Lot, at least ten feet (10') inside each side and rear setback 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 basis.

14. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are reasonable in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them. The Owner of each Lot shall be responsible for complying with Applicable Laws with respect to dogs, cats, and other household pets owned and maintained by such Owner.

15. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the Subdivision that may be or may become an annoyance or nuisance to the neighbors or to the neighborhood.

16. **FENCES AND PLANTINGS.** No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the neighborhood. With respect to corner Lots which have frontage on two streets, the Developer will determine which street the dwelling is to face. The other street will be referred to as the side street. The area between the side street and the dwelling is referred to as side yard area. No continuous fence, wall or like structure

shall be permitted between the Lot line of such side yard area and the line which is an extension of the front setback line for the Lot immediately adjacent to such side yard area. No continuous fence, wall, hedge, planting or like structure over six feet (6') 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 chain link, brick, stucco, finished masonry, PVC or such other material as is approved by the Developer. However, any chain link fence may not exceed four feet (4') in height and must be green vinyl coated. Each such fence shall be of a design and construction that does not detract from the neighborhood and shall be maintained in good condition. Each such fence installed, constructed or placed on any Lot by an Owner shall be of a design and construction that does not detract from the neighborhood and shall be maintained in good condition. The Owner of each Lot shall also be responsible for paying the cost of the repair and replacement of any portion of any wall, fence or other buffer which is damaged by the negligent or intentional act or omission of such Owner or a person under the supervision or responsibility of such Owner.

17. **POOLS.** No above ground pools may be installed on any lot. All pools must be enclosed by fences or such other enclosures as are permitted in accordance with applicable governmental laws and regulations.

18. **CLOTHESLINES.** Clotheslines and the drying of clothes or other items on lines outside of any dwelling on the Property are prohibited, to the extent permitted by law.

19. **RUBBISH.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The Owner of each lot shall place all garbage and trash in proper containers which shall be covered at all time and emptied regularly by a commercial garbage service. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans and containers shall be maintained at the rear of the residence and shall not be visible from the street. Except during the construction of a residence on a lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the neighborhood.

20. **RECREATION EQUIPMENT.** Recreation equipment or structures, sports equipment or structures, and other equipment or structures shall not be placed in the street or road right-of-way and shall not be permitted to remain outside of the dwelling overnight between the front lot line and the rear corners of the dwelling. Permanent installation of any such equipment or structures is not permitted without the prior written consent of the Developer, which consent the Developer may withhold in the Developer's sole and exclusive discretion. No recreation equipment is to be left unattended in Common Areas.

21. **EASEMENTS.** Easements for drainage and utilities are shown on the plat of the Subdivision. The drainage easements shown on the plat of the Subdivision shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures and utility sheds. Within the utility easements shown on the plat of the Subdivision, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The Owners of the Lots encumbered by such easements shall keep the easement areas free from obstruction and shall keep the grassed areas within such easement areas

cut on a regular basis. The Owners shall have the responsibility to maintain and regularly cut all grassed areas in the Drainage Easements and shall maintain the swales and contour of the ground in the Drainage Easements in the condition they were in at the time of the completion of the development of the Subdivision by the Developer. No changes shall be made to any portion of the storm water management system (e.g., swale, retention area, control structure, pipes, etc.) which may adversely impact on the storm water management/drainage design for the Subdivision.

22. SURFACE WATER MANAGEMENT SYSTEM. The surface water management and storm water drainage systems for the Subdivision shall be operated and maintained by the Association in conformance with the requirements of applicable governmental agencies, the Permits and Applicable Laws. Upon compliance with the applicable Permits and Applicable Laws, and approval of the District, the Association shall have the right to make all additions, alterations or improvements to the Drainage Facilities and to purchase, own, operate and maintain such items of tangible personal property as the Directors deem necessary or desirable from time to time in the exercise of the rights, duties and obligations of the Association under this Declaration. Without the prior approval of the District and the Association, no construction activities may be conducted within or on any portion of the surface water management system, including the Drainage Facilities, which shall include: digging or excavation; 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 or the Drainage Facilities. The Association has the right to perform such construction and maintenance activities as are consistent with the applicable Permits and in accordance with the Applicable Laws, so long as the design of the surface water management system remains unchanged. No vegetation in the Preservation Area shall be removed, cut, trimmed or sprayed with herbicide without the specific approval from the District.

At the time of the construction of a building, residence or structure on a Lot in the Subdivision, the Owner of the Lot shall comply with the construction plans for the surface water management system approved and on file with the District. The District shall have the right to take enforcement measures, including civil action, for injunction and/or penalties against the Association to compel performance or correction of any outstanding problems with the surface water management system and the Drainage Facilities. If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system, including the Drainage Facilities, in accordance with the requirements of the Permits, unless and until an alternate entity assumes responsibility as otherwise provided in the Articles for the Association and in accordance with the requirements of the District.

The Association shall allocate sufficient funds in its budget each year for monitoring of the Mitigation Area until the District determines that the Mitigation Area is successful in accordance with the Permits. No Owner may construct or maintain any building, residence or structure, or undertake or perform any activities in any jurisdictional wetlands, Mitigation Area, Preservation Area, buffer area and drainage easements as depicted upon the plat within the Subdivision as described in the Permits and the recorded plat of the Subdivision, unless prior approval is received by the District through its Bartow service office. The Association is responsible for and obligated to pay the cost of operation and maintenance of the Mitigation Area in accordance with the Permits, which costs are to be included in the assessments due from the Lot Owners.

23. UTILITIES. All utility lines within the Subdivision, including electrical and telephone lines, shall be installed underground.

24. 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 drainage easements and abutting the Retention Areas. However, the maintenance of the Retention Areas shall be the responsibility of the Association. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale, drainage easement swale or the Retention Areas may be subject to temporary standing water when conditions abnormally increase the rate of flow of storm water runoff to such road right-of-way, drainage easement or the Retention Areas.

25. 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 three (3) months from the time of such fire or other casualty. If not reconstructed or repaired within such three-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.

26. DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

27. ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions. In the event that the Owner of any Lot fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Owner of such Lot shall be obligated to reimburse the Association for the Association's costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to

perform such work to such contractor and agents as the Association shall deem appropriate and necessary.

28. DEVELOPER'S ADDITIONAL RESERVED RIGHTS. In addition to any and all other rights reserved by the Developer in this Declaration, the Articles and the Bylaws and notwithstanding any other provision set forth in the Declaration, the Articles and the Bylaws to the contrary, the Developer reserves the right to:

(a) construct, market, advertise, and show to the public such homes, including model homes, within the Subdivision as the Developer desires;

(b) install such signs within the Subdivision advertising the Subdivision and homes constructed by the Developer or other builders as the Developer desires;

(c) carry on such construction and other activities within the Subdivision as the Developer shall desire in connection with the development of the Subdivision, the installation of improvements within the Subdivision, the compliance with the requirements of governmental entities and agencies having jurisdiction over the Subdivision, and the construction of homes within the Subdivision;

(d) enclose the garage in model homes for use as a sales office and to leave the converted garages a living area upon the sale to a purchaser so that such home does not have a garage and therefore, paragraph 3 of this Declaration with respect to the requirement to have a garage for such home is waived;

(e) enclose the garage in model homes for use as a sales office and to leave the converted garages as living area upon sale to a purchaser so that such home does not have a garage and therefore, paragraph 3 of this Declaration with respect to the requirement to have a garage for such home is waived;

(f) use one or more Lots in the Subdivision for the purpose of constructing a roadway which may be conveyed to the appropriate governmental authority, including Polk County, for the purpose of providing an access roadway to lands adjacent to the Subdivision, and in such event, all Lot owners consent to the utilization of such Lot or Lots for roadway purposes to provide access to adjacent lands so that they may be developed for residential purposes and may utilize the roadways within the Subdivision for ingress and egress purposes;

(g) grant exceptions, waivers and variances from the strict application of the provisions of this Declaration and grant consents to encroachments of improvements into easements. The granting of the exceptions, waivers, variances and consents shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, waiver, variance or consent shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, waiver, variance or consent;

(h) amend this Declaration for the purpose of adding additional land to be subject to the jurisdiction of the Association and to be subject to the covenants and easements created by this Declaration ("Additional Land"), all without the joinder or consent of any Owner, mortgagee or other party, other than the approval of the Federal Housing Administration or Veterans' Administration, if there is then existing a Class B membership. Upon such amendment, the Additional Land shall be deemed to be included within the definition of Subdivision and all Owners of all Lots depicted on the plat of the Additional Land shall be deemed Owners under this Declaration with all rights of membership and obligation to pay assessments in accordance with the terms of this Declaration and the exhibits hereto. Also, in such Amendment, the Developer shall have the right to provide responsibility for the Association to maintain the Drainage Facilities on the plat of the Additional Land and to perform other maintenance responsibilities with respect to the Additional Land, consistent with this Declaration, and to receive a conveyance of any Common Area depicted on the plat of the Additional Land;

(i) amend this Declaration for the purpose of complying with any requirements of Applicable Laws, any Permits and the requirements of any governmental entity, including, without limitation, the District.; and

(j) amend this Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Declaration.

29. ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to owners of lots. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

30. AMENDMENT. Except with respect to matters reserved by the Developer herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 of each class of membership, if there are two classes of membership at the time of the amendment; and if there is only one class of membership at the time of the amendment, then upon the affirmative vote of not less than 2/3 of the membership. So long as there is a Class B membership, prior approval of the Federal Housing Administration or the Veterans' Administration shall be required with respect to any Amendment of this Declaration. Furthermore, without the prior written approval of the Southwest Florida Water Management District, there shall be no amendment to this Declaration which would affect the surface water management system, including the Retention Areas and the Drainage Facilities and the Association's responsibility for maintenance of the foregoing. An amendment to this Declaration shall be evidenced by an instrument signed by the President of the Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 of each class of the membership, if there are two classes of membership at the time of the amendment, or if there is only one class of membership at the time of the amendment, that the amendment has been approved by the affirmative vote of not less than 2/3 of the membership, and shall be recorded among the public records of Polk County, Florida. Without the prior written consent of not less than 2/3 of the

holders of the mortgages encumbering the Lots in the Subdivision, the provision in the Bylaws granting rights to Mortgagees shall not be amended, deleted or diminished in any way.

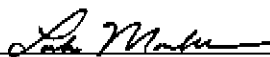
31. ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys fees, at the trial and appellate levels.

32. SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

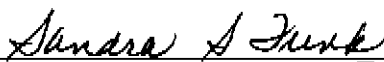
33. BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future Owners of any of the Lots, their heirs, devisees, personal representatives, grantees, successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the
following two witnesses:

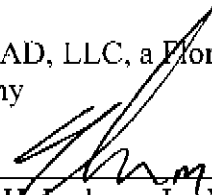

Print Name: Luke Mackham

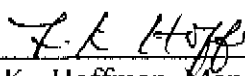

Print Name: Callie Neslund


Print Name: SANDRA S. FUNK


Print Name: C. M. FEAR

BERKLEY ROAD, LLC, a Florida limited
liability company

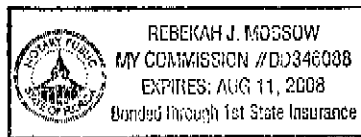
By: 
Edward H. Laderer, Jr., Manager

By: 
L.K., Hoffman, Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 13th day of January, 2006, by Edward H. Laderer, Jr. as Manager of BERKLEY ROAD, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who produced a Florida driver's license as identification.

(AFFIX NOTARY SEAL)

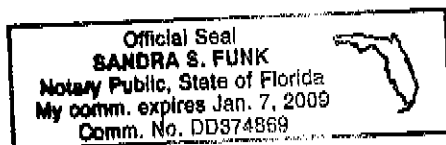


Rebekah J. Mossow
NOTARY PUBLIC, State at Large
REBEKAH J. MOSSOW
(Type or print name of Notary)
My Commission expires: 8-11-08

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 23rd day of January, 2006, by L.K. Hoffman as Manager of BERKLEY ROAD, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who produced a Florida driver's license as identification.

(AFFIX NOTARY SEAL)



Sandra S. Funk
NOTARY PUBLIC, State at Large
SANDRA S FUNK
(Type or print name of Notary)
My Commission expires

**JOINDER AND CONSENT BY MORTGAGEE
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS AND CONDITIONS
FOR
ASHWOOD WEST**

The undersigned, WACHOVIA BANK, N.A., the holder of a Mortgage encumbering all or portions of the Subdivision, hereby joins in and consents to the foregoing Declaration of Covenants, Easements, Restrictions, Limitations and Conditions for Ashwood West.

Signed this 9 day of January, 2006.

Signed in the presence of the
following two witnesses:

Darci L Morris
Print Name: Darci L Morris
Lucy Rodriguez
Print Name: Lucy Rodriguez

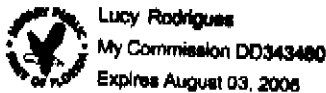
WACHOVIA BANK, N.A.

By: [Signature]
Print Name: Lawrence H. Weller
Its: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Joinder and Consent was acknowledged before me this 9th day of January, 2006, by Lawrence H. Weller as Vice President of Wachovia Bank, N.A., a national banking association, who is personally known to me or who produced _____ as identification.

(AFFIX NOTARY SEAL)



Lucy Rodriguez
NOTARY PUBLIC, State at Large
Lucy Rodriguez
(Type or print name of Notary)
My Commission expires: 8-3-08