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**TWELFTH AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST HAVEN**

This Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven ("Twelfth Amendment"), is hereby adopted, accepted, and approved.

WHEREAS, the West Haven Subdivision in Polk County, Florida (hereinafter, the "Subdivision") is subject to those certain deed restrictions and covenants as may have been amended and/or assigned recorded in the Public Records of Polk County, Florida including:

Declaration of Covenants, Conditions and Restrictions of West Haven, recorded in Book 4561 and Page 2033, as may be affected by the:

First Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded February 9, 2001 in Book 4627 and Page 1;

Second Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded September 15, 2003 in Book 5511 and Page 1482;

Third Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded April 8, 2002 in Book 4973 and Page 622;

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded August 1, 2002 in Book 5074 and Page 1847;

Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded September 15, 2003 in Book 5511 and Page 1486;

Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded March 16, 2004 in Book 5704 and Page 1225;

Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded June 22, 2005 in Book 6260 and Page 734;

Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded August 2, 2006 in Book 6900 and Page 1641;

Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded July 13, 2007 in Book 7360 and Page 1259;

Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded May 1, 2007 in Book 7268 and Page 1461;

(Second) Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded June 25, 2007 in Book 7337 and Page 388;

Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven recorded June 17, 2013 in Book 8985 and Page 1322;

Assignment and Assumption of Declarant's Rights recorded July 13, 2007 in Book 7360 and Page 1262;

Corrective Assignment and Assumption of Declarant's Rights recorded June 13, 2013 in Book 8985 and Page 1317, and

(collectively, and as further amended from time to time, referred to herein as the "Declaration");

WHEREAS, the Declaration is effective against all real property within the Subdivision as depicted in the Master Site Plan and/or described in exhibits appended to the Declaration (the "Subdivision Property");

WHEREAS, Trimurti Development, LLC, a Florida limited liability company and Anglo Investments, Inc., a Florida corporation, are the current developer and Declarant of the Subdivision and Declaration (collectively referred to herein as the "Declarant");

WHEREAS, APG CNB Holding, LLC, a Florida limited liability company (hereinafter, "APG") is the owner and holder of certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "APG Property");

WHEREAS, the APG Property is located within the Subdivision and the Subdivision Property and is subject to the Declaration;

WHEREAS, the Declaration currently designates and refers to the APG Property as the Hotel Parcel and the Car Rental Parcel;

WHEREAS, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven, states that the owner of the Hotel Parcel shall be entitled to one (1) Class "C" vote per hotel room as contemplated by the Master Plan;

WHEREAS, Article III, Section 3(d) of the Declaration states that the owner of the Car Rental Parcel shall be entitled to nine (9) Class "D" votes;

WHEREAS, pursuant to Article XI, Section 1 of said Declaration, until the termination of Class "B" Membership, as defined in the Declaration, the Declarant has the right to unilaterally amend, modify, or rescind such parts of the Declaration as it, in its sole discretion, deems necessary or desirable;

WHEREAS, Class "B" Membership has not been terminated and Declarant desires to amend certain provisions of the Declaration with respect to the APG and the APG Property; and,

WHEREAS, the Developer has determined it is desirable to amend and modify portions of said Declaration as provided herein below;

NOW THEREFORE, this Twelfth Amendment does hereby amend the Declaration as follows:

The Declaration is hereby amended as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference and are specifically relied upon.

2. Definitions. All terms which are not specifically defined herein shall have the meaning ascribed thereto in the Declaration.

3. Effectiveness. Except as specifically amended herein below, the Declaration shall be unchanged and shall remain in full force and effect. To the extent there is a conflict with anything contained herein in this Twelfth Amendment and in the Declaration and/or Chapter 720 of Florida Statutes ("Chapter 720"), this Twelfth Amendment shall control unless expressly prohibited by law.

4. General Amendments. The Declaration is generally amended as follows:

All References in the Declaration to the "Hotel Parcel" and "Car Rental Parcel" shall mean and refer to APG Property.

Unless specifically amended herein, all References in the Declaration to the "Property" shall include the APG Property.

Any and all references to the Architectural Review Board or "ARB" shall not apply to the APG Property.

Any and all references to "APG" shall include APG and its assigns and APG may, in its sole discretion, assign its rights and obligations under this Declaration in connection with any sale, transfer, or conveyance of all of the APG Property or any sale, transfer, or conveyance of all of the remaining APG Property owned by APG at the time of the sale, transfer, or conveyance.

5. Article III, Section 3(c). Article III, Section 3(c) is amended as follows:

(c) Class "C". The Class "C" Member shall be the owner of the APG Property. The Class "C" Member shall be entitled to twenty (20) votes until such time as the APG Property has been platted and/or subdivided into Lots, in which case, the owner of the APG Property shall receive one (1) vote for each of the platted and/or subdivided Lots within the APG Property. Upon a Lot within the APG Property being conveyed, sold, or otherwise transferred to a third party, the owner of the APG Property shall lose one (1) Class "C" vote and the Owner of the Lot shall receive one (1) Class "A" Member vote.

6. Article III, Section 3(d). Article III, Section 3(d) is deleted and all references in the Declaration to Class "D" Membership are hereby deleted.

7. Article III, Section 3. The last sentence of Article III, Section 3 is hereby deleted.

8. Article III, Section 6. Article III, Section 6 is hereby deleted and replaced with the following:

APG shall be permitted to designate any representative of the APG to vote the APG's Class "C" Member interests.

9. Article IV. Article IV is hereby amended by adding the following:

Section 10. Signage. The Declarant and Association agree that APG has the right to install and maintain signage that advertises the sale of Lots or Dwellings within the APG Property, subject to the following:

- A. APG shall have the non-exclusive right to install, maintain, repair, and replace flags, directional signs, information signs, and/or promotional signs (the "Signage") on the Subdivision Property and APG Property for purposes of promoting the sale of Lots or Dwellings within the APG Property.
- B. All Signage shall be: (i) installed, maintained, repaired, and replaced by APG at its own cost and expense, (ii) generally consistent with the signage currently installed on the Subdivision Property (the "Existing Signage"), and (iii) not interfere with or obstruct the reasonable view of the Existing Signage.
- C. The Signage rights granted herein are non-exclusive; provided, however, other signage installed by, on behalf of, or with the consent of the Association or Declarant shall not interfere with or obstruct the reasonable view of APG's Signage.
- D. APG shall, at its sole cost and expense, keep and maintain its Signage upon the APG Property in a neat, orderly, and clean condition.
- E. The Signage rights granted herein shall terminate when the APG no longer owns any property within the APG Property.
- F. The Signage rights shall also be subject to the Declaration and applicable ordinances and laws.

Section 11. Display Name. The Declarant and Association shall add the neighborhood and/or marketing name ("Marketing Name") that APG designates for the APG Property to the signage and directional signage maintained by the Declarant or Association upon or within the Subdivision Property (the "Property Signage") as follows:

- A. The addition of the Marketing Name to existing Property Signage shall be at APG's sole cost and expense (to be paid in advance of installation).
- B. The Marketing Name shall be added and included upon any and all future Property Signage installed upon or within the Subdivision Property.
- C. So long as APG owns any property within the APG Property, APG may, from time to time, change or amend the Marketing Name, but in such event, APG shall be solely responsible for the cost and expense associated with changing the Property Signage.

- D. The obligation to include the Marketing Name on the Property Signage shall be perpetual and shall never terminate.
- E. The Association may not avoid the obligation to include the Marketing Name on the Property Signage by eliminating any currently existing or future installed Property Signage.
- F. The Marketing Name shall be a name that that is consistent with the British theme names of the other neighborhoods within the Subdivision and will not be a name which is confusingly similar to any other neighborhood.

10. Article VI, Section 1(b). Article VI, Section 1(b) is hereby amended by adding after the third numbered sentence and prior to the final paragraph the following:

4. The APG Property until: (1) such time as a platted Lot is sold, transferred, or otherwise conveyed to a third party, or (2) thirty (30) days after the issuance of a Certificate of Occupancy for a platted Lot. A sale, transfer, or conveyance of the APG Property as a whole or the sale, transfer, or conveyance of all of the remaining APG Property owned by APG at the time of the sale, transfer, or conveyance shall not be deemed to be a sale, transfer, or conveyance to a third party which triggers an assessment upon a Lot.

11. Article VI, Section 3(d). Article VI, Section 3(d) is hereby amended by deleting the last two sentences and replacing them with the following:

Subject to the exceptions herein, Annual Assessments shall be levied upon the Lots within the APG Property in an amount consistent with and identical to similarly situated Lots within the Subdivision that have the same or substantially the same rights as the Lots within the APG Property with respect to the use of and access to certain Subdivision amenities and services.

12. Article VII. Article VII is hereby deleted as it applies to the APG Property and any and all references to the Architectural Review Board or "ARB" shall not apply to the APG Property.

13. Article X, Section 2. Article X, Section 2 is hereby deleted and replaced with the following:

The owner of the APG Property may plan, plat, develop, and/or construct the APG Property in any manner allowed by county zoning ordinances.

14. Article IX, Section 24(b). Article IX, Section 24(b) shall be amended to read as follows:

(b) No Dwelling shall exceed two (2) stories in height, however, dwellings within the APG Property may exceed two (2) stories but shall not exceed three (3) stories in height. As used herein, with regard to the APG Property, a story shall be interpreted as only finished livable floors, and shall not restrict the actual height of the building and shall not include attics, lofts, storage, rooftop amenities and appurtenances, or fireplace chimneys.

15. Article XI. Article XI, is hereby amended by adding the following paragraph:

Section 4. APG Amendments. Notwithstanding any other provisions in this Article XI, until such time as APG or its assigns no longer owns any property within the APG Property, the Declaration and the provisions of this Twelfth Amendment cannot be amended, modified, or changed in any way that affects APG, APG's rights and obligations under the Declaration, or the APG Property without the express written consent and joinder of APG.

WHEREFORE, Declarant has executed this Twelfth Amendment on the date indicated below as follows:

Witnesses:

Sign: [Signature]

Name: Allison Eley

Sign: Wanda Rivera

Name: Wanda Rivera

Declarant:

TRIMURTI DEVELOPMENT, LLC,
a Florida limited liability company

P. S. Patel
Pragatiben Patel, as Member of
Trimurti Development, LLC

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Pragatiben Patel, as Member of Trimurti Development, LLC, a Florida limited liability company, who is personally known to me or who produced identification on September 16, 2014.

Wanda Rivera

(Signature of Notary Public)

Stamp/Seal:



WANDA RIVERA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE070948
EXPIRES 6/3/2015
BONDED THRU 1-888-NOTARY1

Witnesses:

Sign: [Signature]

Name: JANICE LAZAROWITZ

Sign: [Signature]

Name: MARY NIQUELLE

STATE OF FLORIDA

COUNTY OF ORANGE

Declarant:

ANGLO INVESTMENTS, INC,
a Florida corporation

[Signature]
Paul Miller, as President of
Anglo Investments, Inc.

The foregoing instrument was acknowledged before me by Paul Miller, as President of Anglo Investments, Inc., a Florida corporation, who is personally known to me or who produced identification on 09/26, 2014.

[Signature]
(Signature of Notary Public)

Stamp/Seal:



Exhibit A

PARCEL 2: (The Village Centre)

A parcel of land lying in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 26 South, Range 27 East, Polk County, Florida, and also lying in the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Section 5, Township 26 South, Range 27 East, Polk County, Florida, lying South and West of the proposed right-of-way of Buckingham Drive, and also lying East of Abbey at West Haven, according to the Plat thereof as recorded in Plat Book 114, Pages 41 through 43 of the Public Records of Polk County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 26 South, Range 27 East, Polk County, Florida, thence run $S89^{\circ}37'54''W$, along the South line of said the said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 190.76 feet, to the Southeast corner of Abbey at West Haven, according to the Plat thereof as recorded in Plat Book 114, Pages 41 through 43 of the Public Records of Polk County, Florida, thence run along the Easterly boundary of said Abbey at West Haven, the following (5) five courses: run $N00^{\circ}22'06''W$, a distance of 660.00 feet, run $S89^{\circ}46'39''W$, a distance of 466.28 feet, run $N00^{\circ}13'21''W$, a distance of 583.37 feet, run $S83^{\circ}05'53''W$, a distance of 156.33 feet, run $N18^{\circ}34'35''W$, a distance of 41.81 feet to a point on the proposed right-of-way line of Buckingham Drive, said point also being on a curve concave Southerly having a radius of 460.00 feet, chord bearing of $S88^{\circ}48'32''E$ and a chord distance of 42.90 feet; thence, leaving said Abbey at West Haven, run along the said proposed right-of-way line following (13) thirteen courses: Northeasterly along the arc of said curve through a central angle of $05^{\circ}20'41''$, for an arc distance of 42.91 feet, to the point of reverse curvature of a curve concave Northeasterly having a radius of 790.00 feet, chord bearing of $N88^{\circ}28'51''E$ and a chord distance of 148.22 feet, run Northeasterly along the arc of said curve through a central angle of $10^{\circ}45'56''$ an arc distance of 148.44 feet, to the point of tangency, run $N83^{\circ}05'53''E$, a distance of 90.45 feet, to the Point of Curvature of a curve concave Northerly having a radius of 790.00 feet, chord bearing of $N78^{\circ}11'08''E$ and a chord distance of 135.30 feet, run Northeasterly along the arc of said curve through a central angle of $09^{\circ}49'30''$ an arc distance of 135.47 feet, to the point of reverse curvature of a curve concave Southerly having a radius of 710.00 feet, chord bearing of $N78^{\circ}11'08''E$ and a chord distance of 121.60 feet, run Northeasterly along the arc of said curve through a central angle of $09^{\circ}49'30''$ an arc distance of 121.75 feet, to the Point of Tangency, run $N83^{\circ}05'53''E$, a distance of 182.76 feet, to the Point of Curvature of a curve concave Southwesterly having a radius of 300.00 feet, chord bearing of $S63^{\circ}30'12''E$ and a chord distance of 330.28 feet, run Southeasterly along the arc of said curve through a central angle of $66^{\circ}47'51''$ an arc distance of 349.75 feet, to the Point of Tangency, run $S30^{\circ}06'16''E$, a distance of 529.97 feet, to the Point of Curvature of a curve concave Southwesterly having a radius of 420.00 feet, chord bearing of $S15^{\circ}06'24''E$ and a chord distance of 281.01 feet, run Southeasterly along the arc of said curve through a central angle of $30^{\circ}05'06''$ an arc distance of 220.53 feet, to the Point of Tangency, run $S00^{\circ}03'51''E$, a distance of 85.62 feet, to the Point of Curvature of a curve concave Westerly having a radius of 350.00 feet, chord bearing of $S27^{\circ}53'53''W$ and a chord distance of 328.22 feet, run Southwesterly along the arc of said curve through a central angle of $55^{\circ}55'26''$ an arc distance of 341.62 feet, to the Point of Tangency, run $S55^{\circ}51'36''W$, a distance of 201.46 feet, to the Point of Curvature of a curve concave Southeasterly having a radius of 410.00 feet, chord bearing of $S27^{\circ}57'00''W$ and a chord distance of 383.83 feet, run Southwesterly along the arc of said curve through a central angle of $55^{\circ}49'11''$ an arc distance of 399.44 feet, to a point on the West line of the Southwest $\frac{1}{4}$ of Section 5, Township 26 South, Range 27 East, Polk County, Florida, thence leaving said Proposed right-of-way line, run $N00^{\circ}02'25''E$, along the said West line, a distance of 294.49 feet to the Point of Beginning,

which is located at Tract 10, Village of West Haven, Davenport, Florida.