

INSTR # 2004050449
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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This instrument was prepared by
And should be returned to:

R David G. Williford, Esquire
David G. Williford, P.A.
Post Office Box 1221
Orlando, Florida 32802-1221
(407) 649-5167

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

**THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WEST HAVEN** (the "Sixth
Amendment") is made effective this ___ day of February, 2004 by **ANGLO
INVESTMENTS, INC.**, a Florida corporation whose post office address is 1455
Tallavast Road, Suite L6573, Sarasota, Florida 34243-5036 (the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the developer of a residential subdivision in Polk County,
Florida commonly known as West Haven, and has filed of record that certain Declaration of
Covenants, Conditions and Restrictions for West Haven recorded October 30, 2000 in Official
Records Book 04561, Page 2033, Public Records of Polk County, Florida as amended by First
Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment
thereto all recorded in the Public Records of Polk County, Florida (collectively the
"Declaration"); and

WHEREAS, Exhibit "A" attached to the Declaration describes the real property which is
subject to the Declaration (the "Property"); and

WHEREAS, Article XI, Section 1 of the Declaration provides that, until termination of
the Class "B" Membership, as defined in the Declaration, the Declarant may unilaterally amend
the Declaration for any purpose; and

WHEREAS, the Class "B" Membership has not been terminated and Declarant desires:

- (i) to amend certain provisions of the Declaration with respect to the entire
Property; and
- (ii) to amend certain provisions of the Declaration only with respect to that
portion of the Property which constitutes the Neighborhood designated as
"The Hamlet" on the Master Plan for the Property and which is described on
Exhibit 1 attached hereto and incorporated herein by this reference (the
"Hamlet").

NOW, THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Declarant covenants and agrees as follows:

1. The recitals set forth above are true and correct and incorporated herein.
2. Unless expressly defined otherwise in this Sixth Amendment, capitalized terms used herein shall have the meaning ascribed to them in the Declaration.
3. The Declaration is hereby amended with respect to the entire Property as follows:

(a) Article II is hereby amended by the addition of the following new Section 3 thereto:

Section 3. Quiet Enjoyment. Because of its size and dependent upon market conditions, the development of the Property will span an extended number of years. Incident to the development process, the quiet enjoyment of the Property may be unavoidably interfered with by construction and sales related activities.

(b) Article IV is hereby amended by the addition of the following new Section 10 thereto:

Section 10. Expansion or Modification of Common Areas. Additions to or modifications of the Common Property, including changes to its configuration and legal description in connection with changes in the development plans for the Property, may be made by the Declarant if not inconsistent with the Master Plan. The Declarant shall not, however, be obligated to make any additions or modifications to the Common Property.

(c) Article V is hereby deleted in its entirety and the following new Article V is substituted therefor:

Section 1. Master Association Insurance. The Board shall obtain, or cause to be obtained, insurance for insurable improvements on the Common Property or on any easement benefiting the Owners or the Master Association, public liability policies covering the Master Association and Members for damage or injury caused by the negligence of the Master Association or any of its Members, guests or agents, directors and officers liability insurance, and any other types of insurance coverages as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Master Association may elect to self-insure against any risk.

Section 2. Duty to Insure, and to Reconstruct or Clean Up. Each Owner shall at all times maintain adequate property insurance on their Dwelling and all other insurable improvements on any portion of their Lot, in amounts equal to the replacement cost thereof. If any Dwelling or other improvements located on a Lot are destroyed or damaged as a result of fire, windstorm, flood, hurricane or other casualty, the Owner shall (i) promptly cause all debris, damaged improvements and other unsightly materials to be removed from the Lot and (ii) cause repair or replacement of the improvements on the Lot to be commenced within six (6) months of such casualty. All such repairs and

replacements must be approved by the ARB. Unless changes are approved by the ARB, the Owner must restore the damaged improvements to substantially the same structural and architectural configuration as existed before the casualty.

Section 3. Failure to Comply. If any Owner fails to comply with the provisions of Section 2 above within the time periods provided, the Master Association shall be deemed to have been granted by the Owner the right, as attorney-in-fact, to either commence and complete repairs sufficient to substantially restore the improvements to their original condition, or to remove the damaged property completely. If the Master Association exercises the rights afforded to it by this Section 3, the Owner shall be deemed to have assigned to the Master Association any right to collect insurance proceeds that may be available because of the damage or destruction. The Master Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot to secure payment, including interest on the unpaid amount at the highest rate allowed by law.

Section 4. Master Association's Right of Entry. For the purpose of performing the duties authorized by this Article VI, the Master Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot or Dwelling at reasonable hours to perform such duties.

- (d) The first sentence of Article VI, Section 3, Subsection (c) is hereby deleted in its entirety and the following new sentence is substituted therefor:

The Board shall provide to each Member, by mail or by such other method as may be permitted by law including electronic or facsimile transmission, a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least fifteen (15) days prior to the end of the master Association's current fiscal year.

- (e) Article VI, Section 4, Subsection (e) is hereby deleted in its entirety and the following new Subsection (e) is substituted therefor:

(e) Resale Administrative Assessment. The Master Association is authorized to establish and collect a resale administrative assessment upon every resale of a Lot by the original purchaser (other than a Builder), provided that all Lots shall be assessed a uniform amount. The assessment is hereby initially established in the amount of Two Hundred and No/100 Dollars (\$200.00) until such time as a different assessment amount is established by resolution of the Board. The due date shall be the closing date of the conveyance of the lot and payment shall be the legal obligation of the transferee. For purposes of this Subsection, the term "conveyance" shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance, with or without valuable consideration. It does not apply to a transfer of title resulting directly from foreclosure of a mortgage, or deed in lieu thereof, nor to a transfer of title to a trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons.

- (f) Article VI is hereby amended by the addition of the following new Section 9 thereto:

Section 9. Ownership of Assessments. All assessments and charges collected by or on behalf of the Association become Association property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to a Lot or Parcel. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves or capital contribution), except as otherwise provided by law.

(g) Article IX is hereby amended by the addition of the following new Section 30 thereto:

Section 30. Continuing Control. If any covenant or restriction of this Article IX is held to be invalid or unenforceable by any court of competent jurisdiction, the subject matter of any such covenant or restriction shall still be subject to reasonable control and guidelines as may be determined by the Declarant or the Board in order to maintain the general aesthetics and harmony of West Haven.

(h) Article X is hereby amended by the addition of the following new Section 4 thereto:

Section 4. Treated Effluent. The Declarant may negotiate an agreement for the use of treated effluent within the Property for irrigation purposes. All Owners within the Property, by the act of purchasing a Lot or Parcel in the Property, are deemed to have irrevocably consented to the irrigation of areas within the Property with treated effluent, provided that the effluent emanates from a treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and repair costs related to it are a Common Expense of the Master Association.

(i) The first sentence of Article XIV, Section 3 is hereby deleted in its entirety and the following sentence is substituted therefor:

Section 3. Notices. All notices shall be deemed to have been properly sent on behalf of the Master Association when delivered in accordance with the provisions of section 617.0141, Florida Statutes (2003).

(j) Article XIV is hereby further amended by the addition of the following new Section 4 thereto:

Section 4. Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the provisions of this Declaration, and the Articles of Incorporation and By Laws of the Master Association. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Master Association legal counsel that an interpretation is not wholly unreasonable shall conclusively establish the validity of such interpretation.

(k) The following new Article XV is hereby incorporated in the Declaration:

ARTICLE XV
RIGHTS OF DECLARANT

In addition to those provided elsewhere in the Declaration and in the Articles of Incorporation and By Laws of the Association, the Declarant and each Builder shall have the following rights and privileges:

Section 1. Sales Activity. While the Declarant has one or more Lots, Dwellings or Parcels for sale in the ordinary course of business, the Declarant shall have the right to use its Lots, Dwellings and Parcels and the Common Area (including, but not limited to, all recreational facilities) of the Neighborhood within which such Lots are located, to establish, modify, maintain and utilize, as Declarant deems appropriate, model Dwellings, sales offices or other offices for use in selling and providing warranty services to any part of West Haven. No Owner may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant may show model Dwellings or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, lease, and promotion of West Haven.

Section 2. Assignment of Rights. Except as specifically provided otherwise herein, the Declarant reserves the right and power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties or privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

Section 3. Use of Recreation Facilities in Village Center. The Declarant has the right and authority, as long as it owns the Hotel Parcel or is offering for sale any Lot located within the Shire, the Village, the Glen or the Abbey Neighborhoods (as depicted on the Master Plan), to use the recreational facilities (pool, cabana, clubhouse and easterly four (4) tennis courts as depicted within the Village Center on the Master Plan) without charge for a sales office, for promotional activities, and other special events whether private or open to the public, to promote West Haven and to assist in its overall marketing effort.

Section 4. Security; Non-Liability of Declarant and Master Association. The Declarant and the Master Association shall not be liable if security services are not provided. ALL PERSONS USING OR OCCUPYING ANY PORTION OF WEST HAVEN ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY. NEITHER THE MASTER ASSOCIATION, THE DECLARANT OR ANY BUILDER IS AN INSURE OR GUARANTOR OF THE SECURITY FOR PERSONS OR PROPERTY WITHIN WEST HAVEN. NEITHER THE MASTER ASSOCIATION, THE DECLARANT OR ANY BUILDER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT AND BUILDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION

SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN WEST HAVEN.

Section 5. Miscellaneous. Declarant has the right and the power, so long as it is offering property within West Haven for sale in the ordinary course of business; to regulate and control the external design and appearance of all Common areas to (i) promote a quality environment which will preserve the value of the Lots and parcels; and (ii) foster the attractiveness and functional utility of the Community as a place to live, including a harmonious relationship among structures, vegetation and topography. As long as the Declarant owns any land within West Haven which it holds for the purpose of development, any use of the Common Areas other than the uses described in this Declaration shall be subject to the prior written approval of the Declarant. The Declarant has the right to plat or replat unsold portions of West Haven without the joinder or consent of any Owner.

4. The Declaration is hereby amended as follows with respect **ONLY** to that portion of the Property which comprises the Hamlet (in the event of a conflict between the terms of the Declaration and the terms of this Sixth Amendment with respect to the Hamlet, the terms of this Sixth Amendment shall control):

(a) Article VI, Section 4, Subsection (d) is hereby deleted in its entirety and the following new Subsection (d) is substituted therefore:

(d) Commencement Assessment. A commencement assessment of Five Hundred Dollars (\$500.00) per Lot shall be paid by the first purchaser of a Lot to the Declarant at the time of closing on said purchase.

(b) Article IX Section 24 Subsection (c) is hereby deleted in its entirety and the following subsection (c) is substituted therefor:

(c) Solar collectors, roof vents and other installations on the roofs of structures shall be permitted only at locations approved in writing by the Declarant or the ARB, and may be required to be screened from view by landscaping or other suitable visual barrier.

EXCEPT as amended herein, the terms, provisions, conditions and covenants of the Declaration shall remain in full force and effect. This Sixth Amendment and the Declaration may not be further amended or modified except in the manner permitted by the terms of the Declaration.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has caused this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions For West Haven to be executed on its behalf effective as of the day and year first written above.

Signed, sealed and delivered in
The presence of:

DECLARANT

ANGLO INVESTMENTS, INC.,
a Florida corporation

By: Guy Novik
Guy Novik, President

J. Rowd
Printed Name: J. Rowd

Nicola
Printed Name: Nicola

STATE OF UNITED KINGDOM
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 9 day of FEBRUARY, 2004 by Guy Novik, the President of Anglo Investments, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Notary Public Signature

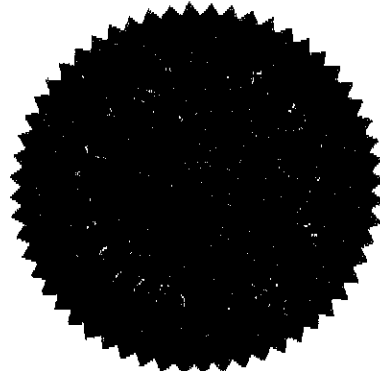
S. B. Thirsk

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. _____

My Commission Expires: on death



STEPHEN B. THIRSK
NOTARY PUBLIC

445 HIGH ROAD
WOODFORD GREEN
ESSEX IG8 0XE
ENGLAND

**JOINDER AND CONSENT TO SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST HAVEN**

PEOPLES FIRST COMMUNITY BANK, a Florida banking corporation (hereinafter referred to as the "Bank"), hereby certifies that it is the owner and holder of a mortgage, lien or other encumbrance upon a portion of the property described in Exhibit "A" of the Declaration, and that the undersigned hereby joins in, ratifies and consents to this Sixth Amendment to the Declaration.

IN WITNESS WHEREOF, the Bank has caused this Joinder and Consent to Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for West Haven to be executed by its duly authorized officer and its corporate seal to be affixed hereto this 6 day of February, 2004.

Signed, sealed and delivered in
The presence of:

Mary Ann Cunningham
Printed Name: Mary Ann Cunningham
Michele Thomas
Printed Name: Michele Thomas

PEOPLES FIRST COMMUNITY
BANK, a Florida banking corporation

By: Norman P. Thompson Jr.
Name: NORMAN P. THOMPSON JR.
Title: CITY PRESIDENT

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6 day of February, 2004 by Norman P. Thompson Jr., the City President of Peoples Community Bank, a Florida banking corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

Michele Thomas

Notary Public Signature

Michele Thomas

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. DD043105

My Commission Expires: 7/18/05



Michele Thomas
MY COMMISSION # DD043105 EXPIRES
July 18, 2005
HONORED THRU TRU FARM INSURANCE, INC.

Exhibit 1

HAMLET AT WEST HAVEN, according to the plat thereof recorded in Plat Book 124, Pages 7 through 9, Public Records of Polk County, Florida.