

This instrument prepared by
And return to:
Ellen Hirsch de Haan, Esq.
Wetherington Hamilton, P.A.
812 W. Dr. MLK Jr. Blvd, Suite 101
Tampa, FL 33603

CERTIFICATE OF RECORDING OF INTEGRATED
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF BUCKINGHAM SUBDIVISION

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration"), which replaces the original Declaration as same is recorded in Official Records Book 5218, Page 1938, et seq., of the Public Records of Hillsborough County, Florida, and which incorporates all subsequent amendments to the Declaration, is a true and correct copy of the most current covenants running with the land for the Buckingham Subdivision .

IN WITNESS WHEREOF, we have affixed our hands this 27 day of MARCH, 2021.

WITNESSES: BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC.

Sign Daniel Runyan
Print name: DANIEL RUNYAN BY: [Signature]
As President
Sign [Signature]
Print name: ALEX SLAY

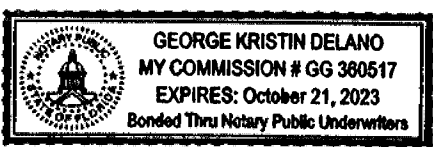
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

PATRICK SANFIED The foregoing instrument was acknowledged before me this 27 day of MARCH, 2021, by _____
PATRICK SANFIED as President of Buckingham Subdivision Home Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/she is personally known to me or has provided _____ as identification.

NOTARY PUBLIC:
SIGN: [Signature]
PRINT: G. KRISTIN DELANO

State of Florida at Large

My commission expires:



BUCKINGHAM HOME OWNERS ASSOCIATION

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKINGHAM
SUBDIVISION**

The control of the Association was turned over to non-developer owners by the Declarant/Developer in 2009, and as applicable, the powers and duties either expired when the Declarant/Developer was no longer involved in the Property, or were assigned to and are exercised by the Association. All references to the Declarant or Developer are hereby amended to refer to the Buckingham Subdivision Home Owners Association, Inc., or if expired are hereby deleted, as applicable.

The Declaration of Protective Covenants, Conditions and Restrictions of Buckingham Subdivision, with amendments, is recorded in Official Records Books of the Public Records of Hillsborough County, Florida. These recorded documents include the following:

- Original Declarations; Book 5218 Page 1938; September 8, 1987
- Amendment; Book 24028 Page 366-367; April 21, 2016
- Preservation (Renewal); Book 25228 Page 1926; September 14, 2017
- Amendment; Instrument #: 2020541275; December 19, 2020

The document that follows is a summary compilation of the above records and provides information pertinent to all homeowners.

Know all men by these presents that the BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC., a Florida not-for profit corporation of BUCKINGHAM SUBDIVISION, located in Hillsborough County, Florida, and more particularly described as follows:

The South one-half of the Southwest quarter of the Northwest quarter of Section 32, Township 29 South, Range 21 East AND the West one-half of the Southeast quarter of the Northwest quarter of Section 32, Township 29 South, Range 21 East, Hillsborough County, Florida.

makes the following declarations of restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land.

These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property and is for the purpose of enabling and aiding in the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents.

- 1) The herein described lots and every piece, part and parcel thereof shall be used for single family residential purposes only.

- 2) The word “plot” whenever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, parts of more than one lot, or less than one lot which meet or meets the plot size requirements of these Restrictions.
- 3) For the purpose of further insuring the development of said land as a residential area of highest quality and standard; and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC. is authorized and empowered to appoint an architectural committee which shall consist of not less than two, nor more than five, individual members. The architectural committee shall have the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each lot in the manner and to the extent set forth herein.

No residence or other building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose; whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any lot, nor shall any addition to or exterior change, or alteration thereto be made unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot, and approximate square footage, construction schedule, front, side and rear elevations, and such other information as the committee shall require, including, if so required, plans for the grading and landscaping of the lot, showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the committee.

No fence may be erected without the prior approval of the Architectural Review Committee. Fences shall comply with guidelines established by Board of Directors. No roof may be replaced/installed without the prior approval of the Architectural Review Committee. Roofs shall comply with guidelines established by Board of Directors.

The committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable, in its opinion, for any reason, including purely aesthetic reasons. The duties and authority set forth in this paragraph shall be exercised by an architectural committee appointed by BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC.

(Article 3 amended December 19, 2020)

- 4) Each one-story house shall contain at least two thousand square feet (2,000 s.f.) of air-conditioned living space, each split-level house shall contain at least twenty-one hundred square feet (2,100 s.f.) of air-conditioned living space, and each two-story house shall contain at least twenty-four hundred square feet (2,400 s.f.) of air-conditioned living space, and have at least fourteen hundred square feet (1,400 s.f.) on its first floor. The aforesaid square footage requirements pertain to the enclosed

air-conditioned living area only, including the exterior walls of the house. In addition, each house also shall have an attached garage for not less than two automobiles, and with a total of at least four hundred square feet (400 s.f.).

- 5) The front building line of any building located on any lot shown on the subject plat shall be at least twenty-five feet (25 f.) from the front line of said lot.
- 6) Each plot owner shall include as a part of the construction of any house or other structure the installation of concrete sidewalks and driveways according to the specifications approved by the architectural committee. Said sidewalks and driveways will be completed not later than thirty (30) days after the completion of the construction of the main dwelling.
- 7) All service entrance installations including, but limited to, electric, gas, telephone and water, shall be installed underground and maintained in accordance with specifications of the appropriate utility.
- 8) Each plot with a house thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any plot owner shall fail, neglect, or omit to trim or maintain any plot in the streetline, or fail to keep clean and maintain any plot in the manner hereinabove specified for more than ten days after having been given written notice to do so by BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC., addressed via registered or certified mail to such owner at his last known address, BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC. may enter upon such plot for the purpose of remedying said defects and failures stated in said notice, and the expense of so remedying said defects shall be charged to the owner of such plot and shall become a lien upon said plot, collectable and enforceable in the same manner as other charges and liens hereinafter provided.
- 9) All plots with a house thereon must be completely landscaped and sodded with grass, or other ground cover or natural cover approved by the architectural committee to the actual paved street or streets upon which the plot fronts, and to the rear line of plot. (Article 9 amended December 19, 2020)
- 10) All concrete block homes will be stucco or brick on four sides; however, wood designs will be permitted if approved by the architectural committee.
- 11) All outbuildings shall require the written approval of the architectural committee and shall be substantial, and shall be of the same kind of materials as the construction of the main building, and shall conform architecturally to the main dwelling. (Article 11 amended December 19, 2020)
- 12) No wheeled vehicles of any kind, and no boats, may be kept nor parked in the side yard or front yard of any Lot. Any boat, boat trailer, camper, mobile home, travel trailer, fifth-wheel trailer, derelict motor vehicle or any other recreational vehicle or commercial vehicle (except law enforcement vehicles) and any dual rear wheeled

vehicle must be kept inside the garage or within a fenced area in the backyard not visible from the street and from any neighboring Lot. This restriction, however, shall not apply to private passenger vehicles maintained in operable condition, which may be parked in the driveways or garage of each Lot. Wheeled vehicles and commercial vehicles shall comply with guidelines established by the Board of Directors. (Article 12 amended December 19, 2020)

- 13) No sign of any character shall be displayed or placed upon any homesite except "For Rent" and "For Sale" signs, which signs may refer only to the particular plot upon which displayed. Said signs shall not exceed eight square feet (8 s.f.) and shall not be more than four feet (4 f.) above the surface of the ground. One sign per lot is permitted. In addition, any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home. (Article 13 amended December 19, 2020)
- 14) Construction of the main residence and all related structures shown on the plans and specifications approved by the architectural committee must be started in accordance with said plans and specs within twelve months after title to the plot is assumed by the owner unless said completion is rendered impossible as the direct result of strikes, fires, national emergencies, or other natural or controlled calamities.
- 15) No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any lot, except household pets for the sole pleasure and purposes of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages. No person owning or having possession, charge, custody, or control of any dog shall cause, permit, or allow the dog to stray, run, go or in any other manner be at large, in or upon any public street, sidewalk or park, or any private property of others, without the express or implied consent of the owner of such other private property.
- 16) No clotheslines, permanent or portable, shall be placed so as to be visible from the street. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, well and pumps, and associated tanks, and similar structures shall be placed under the surface of the ground or in walled-in areas so as not to be visible from the street or any other plot.
- 17) The association may levy reasonable fines in accordance with Florida Statutes. (Article 17 amended December 19, 2020)
- 18) No platted homesite plot may be resubdivided or replatted.
- 19) All trees within the limits of this subdivision shall be protected without regard to their location. They shall not be bull-dozed, cut down, damaged, poisoned, burned, or removed except as specifically approved by the architectural committee. Any tree intentionally destroyed without said permission shall be replaced by an approved one of similar nature and value. Trees which normally will be approved for removal or relocation include: A. Those located within seven feet (7 f.) of the house foundation or within three feet (3 f.) of the driveway, and B. Diseased trees, those trees which pose

a safety hazard and those trees less than two inches (2") in diameter measured three feet (3 f.) above the natural ground.

- 20) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 21) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for thirty (30) years from the date these covenants are recorded, after which they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change the covenants in whole or in part. (Renewed September 14, 2017)
- 22) Invalidity of any of these covenants by judgment or court order in no way shall affect the other provisions which shall remain in full force and effect.
- 23) The main entrance and all common areas will be the responsibility of all homeowners on an equal basis. The structure of the governing body of BUCKINGHAM shall be at the sole discretion of the homeowners. All homeowners, in taking title to property in BUCKINGHAM hereby agree to accept their pro rata share of the responsibility for the costs of maintenance. Furthermore, homeowners, on a pro rata basis, agree to pay any and all costs of the home owners association or other governing body to force payment should there be negligent or lateness in payment. In accordance with Florida Statutes, the association may place a lien on a parcel to secure the payment of assessments and other amounts due to the Association. (Article 23 amended December 19, 2020)
- 24) These restrictions may be enforced by BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC., and by any person or corporation otherwise entitled by law to enforce same. The words BUCKINGHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC. whenever used herein shall include the assigns and successors of said corporation. In the event a party brings an action to enforce these restrictions, he shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may judge to be reasonable for the service of his attorney.
- 25) These restrictions and covenants and any lien established thereby shall be subordinate to bona fide mortgages which have been given in good faith, and for value by any owner against property these restrictions and covenants attach.
- 26) At any time while these restrictions and covenants are in effect they may be changed or amended by a written agreement of a majority (fifty percent plus one) of the plot

owners in the subdivision. Said written agreement shall not be effective until recorded. (Article 26 amended April 21, 2016)

IN WITNESS WHEREOF, the said BROWNELL AND HENDERSON, INC. has caused these presents to be executed by its proper corporate seal to be affixed hereto this 5th day of August, 1987.

WITNESSES: _____ /S/ _____

BROWNELL AND HENDERSON, INC.

_____ /S/ _____

BY: _____ /S/ _____
Jim Henderson, President

ATTEST: _____ /S/ _____
Stephen B. Brownell, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify on this 5th day of August, 1987, before me personally appeared Jim Henderson and Stephen B. Brownell, respectively President and Secretary of Brownell and Henderson, Inc., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged its execution to be their free act and deed as such duly authorized officers, and that the official seal of the corporation is duly affixed, and that the instrument is the act and deed of the corporation. WITNESS MY SIGNATURE AND OFFICIAL SEAL at Brandon, Florida, Hillsborough County, the day and year last aforesaid.

NORMA JANE NORMAN /S/

Notary Public