

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
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Tampa, Florida 33601

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LAKE ALFRED FRUIT COMPANY, INC. DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 22<sup>nd</sup> day of August, 1991, by LAKE ALFRED FRUIT COMPANY, INC., 4212 Hammond Drive NE, Winter Haven, FL 33882, and RICHARD G. KINGHAM, 4212 Hammond Drive NE, Winter Haven, FL 33882, and DEVELOPMENT GROUP OF CENTRAL FLORIDA, INC., 1911 US Hwy 301 N, Bldg. 200, Tampa, FL 33619, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive community to be named LAKE JULIANA RESERVE; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and is providing common areas within LAKE JULIANA RESERVE to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas and, to this end, desires to subject the real property described in Articles II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Lake Juliana Reserve and to insure the residents' enjoyment of the specific rights, privileges and easements in the common areas, the powers of owning, maintaining and administering all common and community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will incorporate under the laws of the State of Florida, as a non profit corporation, LAKE JULIANA RESERVE HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within LAKE JULIANA RESERVE.

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NOW, THEREFORE, the Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "LAKE JULIANA RESERVE" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provision of Article II hereof.

2. "Association" shall mean and refer to Lake Juliana Reserve Homeowner's Association, Inc.

3. "Dwelling Unit" shall mean and refer to all private residential units constructed on a lot within Lake Juliana Reserve, and may sometimes be referred to as "Dwelling" or "Unit".

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within Lake Juliana Reserve but shall not include mortgages.

5. "Common Improvements" shall mean those lands or improvements erected thereon and donated or constructed by the Developer and/or Association for the enhancement and protection of The Property or to meet the governmental requirements placed on The Property.

6. "Declarant" shall mean and refer to LAKE ALFRED FRUIT COMPANY, INC., RICHARD G. KINGHAM and DEVELOPMENT GROUP OF CENTRAL FLORIDA, INC., their agents, successors and assigns, or such other construction company that undertakes to develop real estate in Lake Juliana Reserve under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as "Developer".

7. "Member" shall mean and refer to members of the Lake Juliana Reserve Homeowners' Association, Inc.

8. "General Plan of Development" shall mean and refer to all recorded plats for particular areas of Lake Juliana Reserve.

9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property for the construction of a residence, with the exception of the Common Area(s), together with all improvements situated thereon from time to time. A lot may also be referred to as "Unit" when developed.

10. "Board of Directors" when referred to herein shall mean the Board of Directors of Lake Juliana Reserve Homeowners' Association, Inc.

11. "Committee" when referred to herein shall mean the Architectural Control Committee provided for in Article VI hereof.

12. "Common Area"/"Community Property" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include streets, parking areas, walkways and parking areas, landscaped areas outside the lots, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, or retention areas contained in the Property. Common Area(s) may sometimes be called or referred to as "Community Property".

13. The term "institutional first mortgage" shall mean a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental agency or institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.

14. "Bylaws" shall mean and refer to the Bylaws of Lake Juliana Reserve Homeowners' Association, Inc., all exhibits and Rules and Regulations which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

15. "Residence" shall mean and refer to a private family dwelling located upon a lot.

16. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Lake Juliana Reserve Homeowners' Association, Inc., all exhibits which are attached hereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

17. "Developer" shall mean LAKE ALFRED FRUIT COMPANY, INC., RICHARD G. KINGHAM and DEVELOPMENT GROUP OF CENTRAL FLORIDA, INC., or other third party responsible for the subdivision and improvements of the lands.

18. All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The Real Property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Polk, State of Florida, and is more particularly described as follows:

Lake Juliana Reserve, as recorded in Plat Book 92,  
Page 17 of the Public Records of Polk County, Florida.  
hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Without further assent or permit, Declarant hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Lake Juliana Reserve, and thereby bring such additional properties within the jurisdiction of the Association. The addition herein authorized shall be made by filing of record (Section 1 above) to this Declaration, or one or more supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complimentary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided however, any such supplementary declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected thereto.

Section 3. Additions. In the event additional property is submitted to this Declaration, Declarant reserves the right to replat in its sole discretion any previously platted properties already submitted to this Declaration in order to establish streets, walkways, and open spaces that adequately and consistently provide access and harmony in appearance to all portions of the Property. If Declarant shall determine that replatting of any previously platted property is necessary or expedient, and any Lot or parcel within that previously platted property has been conveyed to a third party, such third party Owner, his successors, assigns, grantees, heirs or legal representatives shall execute any and all applications, affidavits and instruments requested by Declarant in order to effectuate such replatting, provided that such replatting shall not materially affect the right of convenient access to Lots previously conveyed to third parties under the previous plat.

ARTICLE III

AGREEMENT TO JOIN ASSOCIATION;  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

1. Every person or entity who is the owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within the Property shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, this Declaration, the Bylaws, and all the Rules and Regulations. For this purpose, ownership of a Lot under any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership as to such unit(s) shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 hereinbelow).

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by The Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.

3. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the Bylaws, or as the members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot. There shall be two classes with respect to voting rights:

A. Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

B. Class B. The Class B members shall be the Declarant and its successors and assigns. The Class B members shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this Article III. The Class B membership shall cease upon the earlier of the following events occurring: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the Declarant in a single phase development or eight years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON AREAS/COMMUNITY PROPERTIES

Section 1. Member's Easement of Enjoyment. Subject to the provisions of Section 3 below, every Member of the Lake Juliana Reserve Homeowner's Association shall have a non-exclusive right and easement of enjoyment in and to the Community Properties and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit situated within Lake Juliana Reserve.

Section 2. Title to Community Property. The Declarant may retain the legal title to the Community Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Lake Juliana Reserve Homeowners' Association is able to maintain the same.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the

following:

1. The right of the Association to limit the use of the Common Areas to Dwelling Unit or Lot Occupants, their families and bona fide guests in accordance with written rules and regulations promulgated by the Association from time to time.

2. The rights of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Unit remains unpaid, or for any infraction of the Association's published rules and regulations.

3. The right of the Association to dedicate, mortgage or transfer all or any part of the Common Area or Community Properties to any public agency, authority, utility or mortgagee is subject to such condition as may be agreed to by the members. No such dedication, mortgage or transfers of the Common Areas or Community Properties shall be effective unless the members entitled to at least two-thirds (2/3) of the total votes appurtenant to Class A lots shall agree to such dedication, mortgage or transfer, provided this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities and the like upon, over, under and across the Common Areas without the assent of the membership when such easements are requisite for the convenience, use and enjoyment of the Properties.

4. The right of the Developer and Association to impose reasonable covenants and restrictions in respect to such Common Areas, in addition to those set forth therein at the time of conveyance of such Properties to the Lake Juliana Reserve Homeowners' Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.

5. Owners shall have no individual liability for damage occurring to Common Areas, Community Properties or lots in Lake Juliana Reserve unless such damage was caused by such owner.

6. If ingress or egress to any residence is through a Common Area or Community Property, any conveyance or encumbrance of such Common Area or Community Property shall be subject to an easement in favor of the owner whose ingress or egress to his residence is through such Common Area or Community Property.

Section 4. Extension of Rights and Benefits. Every Member of the Lake Juliana Reserve Homeowners' Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to his tenant(s) and to each member of an occupant's family who resides with him within Lake Juliana Reserve, and to such other person as may be permitted by the Lake Juliana Reserve Homeowners' Association.

ARTICLE VCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of each deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and a supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members, in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive

or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgage. the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI

#### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of functioning as the Architectural Control Committee, hereinafter referred to as the "Committee", and enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and shall be responsible for enforcement. Reference in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot or Lots or any other structure now or hereafter subjected to this Declaration.

Section 1. Approval of Plans and Architectural Committee. 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 shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and repairs and/or 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 repairs and/or improvements, regardless of size or purpose, whether attached to or detached from the main structure, 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 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 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. All architectural, remodeling and/or landscape plans must be accompanied by site plans which show the siting of structures on each side of the building under consideration. 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 and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built, the building plat upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

Section 2. Prerequisites. As a prerequisite to consideration for approval, and prior to beginning the alteration or improvement work contemplated, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly, and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications subsequent to initial construction and sale.

1. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and,

before any structure can be occupied, it must be completely finished.

2. Until such time as Developer divests himself of all lots within Lake Juliana Reserve, the Declarant shall appoint from time to time the members of an Architectural Control Committee (the "Committee") to consist of not less than three (3) nor more than Seven (7) members which shall exercise authority to approve plans and specifications, and Developer shall have the right to assign the Committee to the Lake Juliana Reserve Homeowners' Association at any time. After the Developer divests himself of all lots within Lake Juliana Reserve, the Committee shall be selected by a majority vote of the Board of Directors for their architectural, engineering and building knowledge and expertise.

Section 3. Setbacks.

1. Minimum setback lines shown on the final Site Plan as required by Polk County of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each Unit or other structure on each lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said final Site Plan or subject to this Declaration as an "addition" which is designated for attached or semi-attached dwellings. Any such building, structure or appurtenances thereon may abut upon and be incorporated into any part wall and there shall be no side line setback requirements as to lot side lines upon which party walls are constructed.

2. Setback provisions herein prescribed may be altered by the Developer whenever in his sole discretion the topography or configuration of any lot in said subdivision will so require.

3. Dwellings. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Areas.

Section 4. Living Area.

1. Dwelling Quantity and Size. Each single family dwelling located on a non-lakefront Lot shall have a minimum living area of 2,000 square feet, a minimum of 2,200 square feet of living area for lakefront Lots on Lake Tennessee and a minimum of 2,400 square feet of living area for lakefront Lots on Lake Juliana. All such living areas shall be computed exclusive of screened and open porches, terraces, patios, garages and the like. Each dwelling

shall have a minimum of two (2) inside bathrooms. The Declarant reserves the sole and exclusive right to determine minimum square footage requirements for any and all additions to existing property which may be subsequently added pursuant to Article II hereof. Additionally, the Declarant shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or such other considerations as warrant such reduction.

2. All single family detached dwellings shall have at least a two-car enclosed garage (equipped with garage doors that shall be maintained in a useable condition) and concrete drive that will provide off-street parking for at least a total of two (2) vehicles.

3. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for the Property as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Polk County, Florida.

Section 5. Land Use.

1. By or with the written consent of the Committee, one or more lots (as shown on the Approved General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building lot; provided, however, in such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

2. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the residential platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one lot may be used for one private residence.

3. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling.

4. No structure of temporary nature or character shall be used as a residence.

5. No building or structure shall be moved onto any Lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.

6. No building erected for use as a carport or garage upon the land hereby conveyed or upon any parcel thereof or any Lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the Lots or common area, whether for dwelling purposes or not, except for loading and unloading purposes.

Section 6. Maintenance.

1. All owners shall mow and maintain Lots prior to construction so as not to detract from value of surrounding area.

2. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by the respective owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements.

3. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by a majority vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

4. To preserve the natural integrity and beauty of the land, water runoff, etc., no tress, shrubs, bushes or other vegetation having a diameter of three (3) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Association; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the association and permission for such cutting and removal has been obtained.

Section 7. Other Uses.

1. No clothes lines of any configuration shall be installed or erected upon any Lot.

2. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee and be in conformity with United States postal standards.

3. No house trailer or motor home shall be permitted to stay on any Lot, common area, or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a public right-of-way or on a lot, street, or common area, unless permanently enclosed in a garage and not visible from public view. Temporary buildings and other structures shall be permitted for offices, storage or as a temporary real estate sales office of Declarant or his authorized agent for the sale of land and residences. No carport, garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

4. No house or other structure on any residential lot shall be used for commercial or business purposes. This shall not apply to Model Homes so designated by the Declarant. Each Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants or surrounding property. No trash, rubbish, stored materials, off-road, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for charge and lien upon such Lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.

5. No window air conditioning units shall be installed without prior written approval of the Committee.

6. Garbage and Trash Disposal. All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location, not earlier than 6:00 p.m. on the day preceding the day of trash pickup.

Section 8. Fences, Hedges and Landscaping.

1. All landscape plans, fences and hedges must receive prior written approval from the Committee before implementation.

2. No hedge which is located between the street right-of-way and the minimum building setback line shall be grown higher than three (3) feet. No fence of any type shall be permitted between the street right-of-way and the front building line of the main structure. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the front building line of the main structure to the rear property line, unless written approval is received from the Committee. No fence, boundary wall or hedge shall exceed six (6) feet in height regardless of location. All fences shall be constructed of brick or of wood with a shadow box design. No chain link fences shall be permitted upon a residential Lot. Chain link fences may be permitted in Common Area recreational areas as deemed essential by the Association. No chain link fence may be erected without written consent of the Developer of Architectural Control Committee.

3. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street lines, or in a case of rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of the street property line and the edge of the driveway. No trees shall be planted within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except such as may be approved for energy conservation purposes by the Architectural Control Committee.

Section 9. Animals.

1. 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 purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages. In no event shall more than three (3) pets be housed on any Lot.

2. No person owning or having possession, charge, custody or control of any pet shall cause, permit or allow the pet to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express or implied consent of the owner of such private property. Governmental or municipality leash laws apply at all times.

Section 10. Signs. No signs of any kind shall be displayed to the public view on any Lot, except one professional sign measuring no more than 24 inches tall and 24 inches wide, and shall not extend more than four (4) feet above the ground, advertising the lot for sale or rent, or signs used by Declarant to advertise the Property during construction and sales period. Declarant's or his Authorized Agent's signs shall not be subject to the size limitation set forth herein.

Section 11. Utilities.

1. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, unless approved by Declarant or Committee, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

2. Antenna Dish. No Lot owner shall install or permit any exterior antenna or satellite or communications dish upon any lot, a building on a lot, or a Common Area.

Section 12. Wells, Lakes, Wetlands and Natural Vegetation.

1. The location and size of all water wells sunk or drilled on any Lot shall be subject to approval of the Committee. All such wells shall be landscaped so as to obscure vision of the well structure from the street.

2. The Declarant or Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Lake Juliana Reserve, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes and to maintain the littoral shelf in accordance with the requirements of DER and other governmental bodies and agencies having jurisdiction over such lands. Access to such areas over Lots during daylight hours shall not be deemed trespassing.

3. No Lot Owner or resident shall have any right to pump or otherwise remove any water from lakes, retention areas, ponds or common areas for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewer, water discharge from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes, or other refuse in any of the lakes, ponds or retention area(s), or on any Common Area.

4. As to all Lots abutting wet detention ponds, it is the lot owners responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention pond abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to SWFWMD.

Section 13. Noxious Activities.

1. The pursuit of hobbies, professions, or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any lot or the Common Areas without the consent of the Developer or Association.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No commercial vehicles shall be permitted to remain overnight on the property of a private dwelling within Lake Juliana Reserve, other than as may be used by the Declarant in conjunction with construction operations.

4. No private pickup trucks or vans exceeding a 3/4 ton weight limit, or trailers, and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the lot of a private dwelling or Common Area unless approved by the Board of Directors.

Section 14. Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for longer than the length of time reasonably necessary

for the construction to completion of the improvement for which same is to be used.

Section 15. Easement Rights. Easements are expressly provided for and reserved in favor of the occupants of the Property, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Property and for vehicular traffic over and across such portions of any Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the dwelling occupants, their families, guests or tenants. The use by Declarant, his agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the Common Area.

Section 16. Windows. All metal windows shall have a black, white or bronze finish; wood windows shall be painted to be in harmony with the exterior color of the house. Declarant reserves the right to allow other color finishes for metal windows. However, mill bright finished windows are prohibited.

Section 17. Landscaping and Sodding. All dwellings shall be constructed with concrete driveways, completely sodded lawns, and shrubbery planting across the front of the house. All sod installed on a Lot shall be of a St. Augustine variety, such as St. Augustine, Floratam, or Seville. Prior to initial occupation of a dwelling, the Owner shall be responsible to adequately landscape the front portion of all dwelling with bushes, shrubs, flowers and the like having a retail value of not less than One Thousand (1,000.00) Dollars, and such landscaping shall cover a minimum of 20% of the front of the Lot. Such landscaping plan shall include a minimum of three (3) trees per Lot.

Section 18. Ponds. All ponds owned by Association which are designed to retain water on a continuous basis shall be restricted for use solely by Association. No Lot Owner shall be permitted to make any use whatsoever of ponds owned by Association. No fences, hedges, walls or any other structures may be erected within twenty (20) feet of the rear lot line of those lots abutting the pond areas without the prior written approval of the adjacent Property Owners. No Lot Owner shall be permitted to withdraw waters from any Common Area, including but not limited to, ponds owned by the Homeowner's Association.

Section 19. Roofs. Roofs on all single-family residences shall be constructed of dimensional shingles, tile or equivalent (minimum 25 year roof). Standard grade asphalt single shingles (20 year roof) are specifically not permitted. No flat or built-up roof shall be permitted on any residence except over a lanai. All roofs shall have minimum 5-12 pitch, and shall be a minimum of

15 feet above the top plate height for the house.

Section 20. House Color. The color(s) of the exterior of all residences shall be subject to the prior approval of the Committee.

Section 21. Sprinkler Systems. All Lots shall contain a sprinkler system for the watering of all landscaping and lawns.

Section 22. House Exteriors. All concrete block houses, walls or fences shall be fully stuccoed on all exterior walls. However, no stucco brick shall be allowed on the exterior of any house, wall or fence.

Section 23. Set Backs. All lots shall have a minimum front set-back requirement of 40 feet.

Section 24. Docks. All docks built by Owners of Lakefront Lots shall meet all governmental standards and requirements and shall be built for a maximum of two (2) boats. No boat ramp will be constructed on any Lot.

Section 25. Builder Approval. All builders or contractors employed by an Owner for construction of a home or any other structure permitted hereby shall be subject to prior approval of the Committee or the Declarant. Such approval of builders and contractors may include requiring of financial statements and other such information.

Section 26. Well Tanks. All well tanks shall be located immediately adjacent to residence and landscaped.

Section 27. Miscellaneous.

1. No Owner or occupant other than the Declarant shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts.

2. No private or outside toilet facilities shall be constructed or maintained on any lot other than those used during construction operations.

3. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the

Unit as constructed upon any Lot by Declarant, encroaches or overlaps upon easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.

4. Installation and use of play equipment shall be limited to the rear of each lot only, and not closer than five (5) feet to property lines.

5. Towers and Play Structures. No outside tanks, towers, poles, tree houses or other storage or recreation structures for any purpose shall be erected. This includes skate board ramps.

## ARTICLE VII

### INSURANCE

Section 1. Directors and Officers Indemnification. Each Director and Officer and member of the "Committee" of this Corporation shall be indemnified by the Corporation against all costs and expense reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director and Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or willful misconduct in the performance of his duty as such Director or Officer or in respect to any matter in which any settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

Section 2. Personal Liability and Risk of Owner Loss(es) and Separate Insurance Coverage, etc. The owner of each unattached dwelling Unit/Lot will, at his own expense, obtain insurance coverage for loss of or damage to a Unit as developed, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such owner; and may, at his own

expense and option, obtain insurance coverages for personal liability against injury to the person or property of another while within such Owner's Lot, or upon the Common Areas. All such insurance obtained by the Owner shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Lots, Association, and the respective servants, agents and guests of said other owners and Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Areas) belonging to or carried on the person of the Owner of each Lot, or which may be stored in any Unit, or in, to or upon Common Areas shall be borne by the Owner of each such Unit as developed. All furniture, furnishings, and personal property constituting a portion of the Common Areas and held for the joint use and benefit of all owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided as pro-rated expense of the individual Owner. The Owner of Lots shall have no personal liability for any damage caused by the Association or in connection with the use of the Common Areas. The Owner of a Lot shall be liable for injuries or damages resulting from an accident on his own Lot, and shall be liable for all accidents occurring within his respective Lot as developed.

Section 3. Insurance Coverage to be Maintained by Association; Insurance Trustee, Appointment and Duties; Use and Distribution of Insurance Proceeds, etc. common Areas, Structures, and their contents, and the operation and management thereto, to wit:

1. The Association may maintain casualty insurance covering Common Areas in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings, similar in construction, location and use, including vandalism, malicious mischief, and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

2. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interest of the Association and the owners therein; provided, however, that in any event said public liability

and property damage insurance shall cover all common areas, public ways, and any other areas which are under the supervision of the Association. Further, said insurance shall cover all commercial spaces that are owned by the Association. Said insurance shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. Said insurance shall provide coverage for (i) bodily injury and property damage that results from the operation, maintenance or use of the common areas; and (ii) any legal liability resulting from lawsuits related to employment contracts in which the Association is a party. Said policies shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify it.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Covenants Run with Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agree to be bound by the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, which will be the entity responsible for the operation and maintenance of the Common Areas.

Section 2. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended at any time during the term hereof by the Declarant or by an instrument approved by not less than two-thirds (2/3) of the Unit Owners. Any amendment

must be properly recorded, provided further however, that the Declarant may file (i) the amendment(s) referred to in Article II of this Declaration for the purpose of adding additional property to the Property and for submitting such additional property to this Declaration; and (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Home Loan Mortgage Corporation or similar entities and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over amendment need not be signed or executed in the manner otherwise provided for herein and shall not require the consent of the Members.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, of the provisions of the Articles of Incorporation or Bylaws or the Association, by any person claiming by, through or under the Declarant and/or the

Section 6. Effect of Waiver of Violation. No waiver of breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or Bylaws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration, or the Articles of Incorporation or Bylaws of the Association.

Section 7. VA-FNMA-FHMAC Approval. As long as there is (a) a Class B membership, or (b) a mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or (c) a mortgage on a Lot that is insured or guaranteed, or for which a commitment to insure or guarantee has been issued by the Veteran's Administration, the following actions will require the prior approval of the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever the case may be: annexation of additional properties outside the Development Area; dedication of Common Areas; and the material amendment of this Declaration (other than for submitting property from the Development Area to the terms of this Declaration or making such amendments as required by a governmental authority or utility having jurisdiction over the Property); otherwise said approval will not be required.

Declarant intends that the Declaration of Covenants and Restrictions shall comply with the requirements of and receive the approval of VA, FNMA and FHLMC. In the event any of these regulatory bodies require any changes or modifications in this Declaration as pre-requisite to the giving approval to this Declaration, Declarant reserves the right to cause such changes and modifications to be made and any and all Owners agree to join in, consent to, ratify, adopt and approve such changes as may be

required by VA, FNMA and FHLMC or any of them.

Section 8. Instruments Governing Common Areas and Owners of Lots. This Declaration and the Articles of Incorporation, Bylaws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

Section 9. Declarant as Owner. During the sales period for the sale of the Lots in the Property or any additions thereto, or the sale of Lots in the Development Area, by Declarant to third parties, or during such time that Declarant owns any Lots for sale to a third party in the Property or the Development Area, the members of the Association shall not take an action that would interfere with or determine Declarant's promotion or sale of said Lots to third parties or third parties whom the Declarant may deem to be his agent.

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the Unit situated upon the Lot, except that any notice of a violation of the terms of this Declaration shall be sent Certified Mail or Certified Mail Return Receipt Requested. Such notices shall be deemed given when deposited in the United States mails. Any Owner may change his mailing address by written notice given to the Declarant at: 1911 U.S. Hwy 19 N., Bldg. 200, Tampa, Florida 33619, and to the Association at the same address or to any address subsequently designated by the Declarant or Association from time to time.

Section 11. Perimeter Wall. the Association shall repair and maintain the wall on the Property abutting Old Berkley Road. To enable the Association to discharge this responsibility, the Owner of each Lot on which a portion of the wall is located hereby grants a perpetual easement to the Association to enter such Lot at all reasonable times for the purpose of repairing or maintaining the wall. The Owner of any Lot on which the wall is located hereby agrees that it shall not alter in any manner, or remove such wall or any portion thereof.

Section 12. Right of First Mortgagees. Upon written request of the Association, identifying the name and address of the Holder, Insurer or Guarantor and the Lot or Unit address, any First Mortgagee, Insurer or Guarantor of said first mortgage will be entitled to timely written notice of: (i) any condemnation or casualty loss the affects either a material portion of the Property; (ii) any sixty-day delinquency in the payment of assessments of charges owed by Owner of any Dwelling Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of First Mortgagees.

Section 13. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Availability of Information. The Association shall make available to any Owner, First Mortgagee, and to Holders, Insurers or Guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, any and all rules concerning the use and enjoyment of the Common Areas/Community Properties, and the books, records and financial statements of the Association. When used in this Section, the word "available" shall mean available for inspection, upon written request, during normal business hours or under other reasonable circumstances.

IN WITNESS WHEREOF, the Owner, LAKE ALFRED FRUIT COMPANY, INC., RICHARD G. KINGHAM, and DEVELOPMENT GROUP OF CENTRAL FLORIDA, INC., have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

LAKE ALFRED FRUIT COMPANY, INC.  
a Florida corporation

Xanna Masimato  
CLERK OF COURT

by Richard G. Kingham  
Richard G. Kingham,  
President  
4212 Hammond Drive  
Winter Haven, FL 33882

Xanna Masimato  
CLERK OF COURT

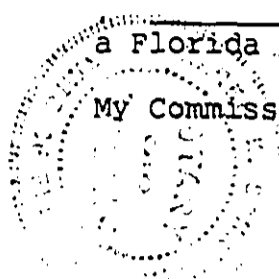
Richard G. Kingham  
RICHARD G. KINGHAM  
4212 Hammond Drive  
Winter Haven FL 33882

Xanna Masimato  
CLERK OF COURT

DEVELOPMENT GROUP OF CENTRAL  
FLORIDA, INC., a Florida  
corporation  
by Mark E. Schreiber  
Mark E. Schreiber,  
President  
1911 US Hwy 301 N, Bldg. 200  
Tampa, FL 33619

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of August, 1991 by Richard G. Kingham  
of Lake Alfred Fruit Company, Inc.,  
a Florida corporation, on behalf of the corporation.



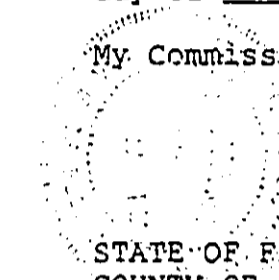
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: July 7, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Karen K. Schreiber  
Notary Public  
Karen K. Schreiber  
(print name of notary)

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of August, 1991 by Richard G. Kingham.



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: July 7, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Karen K. Schreiber  
Notary Public  
Karen K. Schreiber  
(print name of notary)

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of August, by MARK E. Schreiber  
of Development Group of Central  
Florida, Inc.



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: July 7, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Karen K. Schreiber  
Notary Public  
Karen K. Schreiber  
(print name of notary)

	DEPT. 15	109.00
	DEPT. 14	14.00
	DEPT. 16	
	CHECKS	103.00
08/28/91	3069A	

FILED, RECORDED, AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, Clk. Clr. Cl.  
POLK COUNTY, FLA.  
BY Law D.C.