

The following pages are the covenants, conditions, restrictions, etc. for:

Planter's Walk in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

THIS INSTRUMENT PREPARED BY
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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

PLANTERS WALK HOMEOWNERS ASSOCIATION, INC

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THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, (THE DEVELOPER OR DECLARANT), OWNER OF ALL THE RIGHT TITLE AND INTEREST, BOTH LEGAL AND EQUITABLE, IN AND TO CERTAIN LANDS MORE PARTICULARLY DESCRIBED ON THE ABOVE ATTACHED EXHIBIT "A" HEREAFTER (THE PROPERTY).

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF THE PROPERTY.

NOW THEREOF, DECLARANT HEREBY DECLARES THAT ALL OF THE PROPERTY DESCRIBED ABOVE SHALL BE HELD, SOLD, AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS COVENANTS AND CONDITIONS WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF AND WHICH SHALL RUN WITH, THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE AND INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF, EXCEPT AS PROVIDED BELOW.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" SHALL MEAN AND REFER TO PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF ANY OBLIGATION.

SECTION 3. "PROPERTY" OR "PROPERTIES" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREINBEFORE DESCRIBED, AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.

SECTION 4. "COMMON AREA" SHALL MEAN ALL REAL PROPERTY, IF ANY, AND EASEMENTS (INCLUDING THE IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION AND/OR GRANTED TO THE ASSOCIATION. THE COMMON AREA TO BE OWNED AND/OR MAINTAINED BY THE ASSOCIATION AT THE TIME OF CONVEYANCE OF THE FIRST LOT IS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF. TRACT "A" OF THIS PLAT IS NOT A PART OF THE COMMON PROPERTY AND HAS BEEN CONVEYED BY THE DEVELOPER TO HERMAN DRAWDY, THE ADJACENT PROPERTY OWNER.

SECTION 5. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTIES WITH THE EXCEPTION OF THE COMMON AREA.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO PALM STATE DEVELOPMENT CORP., ITS SUCCESSORS AND ASSIGNS IF SUCH SUCCESSORS OR ASSIGNS SHOULD ACQUIRE MORE THAN A MAJORITY OF THE REMAINING UNDEVELOPED LOTS OWNED BY THE DECLARANT FOR THE PURPOSE OF DEVELOPMENT.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS HEREOF WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT, SUBJECT TO THE FOLLOWING PROVISIONS:

- (A) THE RIGHT OF THE ASSOCIATION TO CHARGE REASONABLE ADMISSION AND OTHER FEES FOR THE USE OF ANY RECREATIONAL FACILITY SITUATED UPON THE COMMON AREAS.
- (B) THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHT TO USE THE RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR ANY INFRACTION OF ITS PUBLISHED RULES AND REGULATIONS.

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(C) THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT AGREEING TO SUCH DEDICATION OR TRANSFER SIGNED BY TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS HAS BEEN RECORDED.

SECTION 2. DECLARATION OF USE. ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BYLAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY.

SECTION 3. ADDITIONAL LANDS. ADDITIONAL LAND WITHIN THE AREA DESCRIBED ON EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF MAY BE ANNEXED BY THE DECLARANT WITHOUT THE CONSENT OF MEMBERS WITHIN SEVEN (7) YEARS FROM THE DATE HEREOF, PROVIDED THAT THE VETERANS ADMINISTRATION ("VA") DETERMINES THAT THE ANNEXATION IS IN ACCORD WITH THE GENERAL PLAN HERETOFORE APPROVED BY IT. ANNEXATIONS CONTEMPLATED BY DECLARANT SHALL BECOME EFFECTIVE UPON THE RECORDING OF A SUPPLEMENTARY DECLARATION IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SHOULD THE DECLARANT, IN ITS SOLE DISCRETION, DETERMINE NOT TO ANNEX ADDITIONAL LANDS AS PROVIDED, THE GENERAL PLAN OF DEVELOPMENT SHALL NOT BIND THE DECLARANT TO MAKE ANY ADDITIONS CONTEMPLATED OR TO ADHERE TO THIS PLAN IN THE SUBSEQUENT DEVELOPMENT OF ANY LANDS DESCRIBED ON EXHIBIT "C". ADDITIONAL PROPERTY WHICH IS OUTSIDE OF THE AREA DESCRIBED IN EXHIBIT "C" MAY BE ANNEXED TO THE PROPERTY WITH THE CONSENT OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS OF THE ASSOCIATION. ANY SUCH ANNEXATION SHALL BECOME EFFECTIVE UPON THE RECORDING OF A SUPPLEMENTARY DECLARATION IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS LONG AS THERE IS A CLASS B MEMBERSHIP AND AS LONG AS THE VA HAS AN INTEREST IN PLANTER'S WALK, THE ANNEXATION OF ADDITIONAL PROPERTIES WILL REQUIRE THE PRIOR APPROVAL OF THE VA.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. EVERY OWNER OF A LOT WHICH IS SUBJECT TO ASSESSMENT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

SECTION 2. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP.

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 VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY DETERMINE. BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CASE WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBER(S) SHALL BE THE DECLARANT AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER;

- (A) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP OR
- (B) ON DECEMBER 31, 1993.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

THE DECLARANT, FOR EACH LOT OWNED WITHIN THE PRPERTIES, HEREBY COVENANTS AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREES TO PAY THE ASSOCIATION: (1) ANNUAL ASSESSMENTS OR CHARGES; (2) SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS; (3) LAKE LOT ASSESSMENTS, IF APPLICABLE; ALL 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 ASSESSMENTS 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 TO PROMOTE THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE PROPERTIES AND FOR THE IMPROVEMENTS AND MAINTENANCE OF THE COMMON AREAS. THE ASSESSMENT SHALL ALSO BE USED TO MAINTAIN THE LANDSCAPING AND OTHER IMPROVEMENTS ON THE BOULEVARDS, ENTRANCES, MEDIANS AND ALL OTHER DEDICATED AREAS WITHIN THE PROPERTIES. ADDITIONALLY, THE ASSESSMENT SHALL BE USED TO MAINTAIN STREET LIGHTS, ROADS, DIRECTIONAL SIGNS, INFORMATIONAL SIGNS IDENTIFYING THE SUBDIVISION, SIGN LIGHTING AND UTILITIES WITHIN THE PROPERTIES, IF NECESSARY.

SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY

ASSESSMENTS.

(A) THE INITIAL ANNUAL ASSESSMENTS AGAINST OWNERS OTHER THAN DECLARANT SHALL BE FORTY-EIGHT DOLLARS (\$48.00) PER LOT. DECLARANT SHALL NOT BE RESPONSIBLE TO PAY ASSESSMENT FOR LOTS OWNED BY DECLARANT UNTIL SEVENTY-FIVE PERCENT (75%) OF THE LOTS HAVE BEEN CONVEYED BY DECLARANT TO THIRD PARTIES. ON JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF SEVENTY-FIVE PERCENT (75%) OF THE LOTS BY DECLARANT, DECLARANT SHALL COMMENCE PAYING AN ANNUAL ASSESSMENT FOR EACH LOT THEN OWNED BY DECLARANT. PRIOR TO THE TIME THAT DECLARANT IS OBLIGATED TO PAY AN ANNUAL ASSESSMENT, THE TOTAL EXPENSES OF THE ASSOCIATION INCURRED FOR THE PURPOSES SET FORTH HEREIN SHALL BE PAID FROM THE ANNUAL ASSESSMENTS RECEIVED BY THE ASSOCIATION FROM OWNERS OTHER THAN DECLARANT. ANY DIFFERENCE IN THE AMOUNT OF TOTAL EXPENSES OF THE ASSOCIATION AND THE AMOUNT COLLECTED FROM OWNERS OTHER THAN DECLARANT SHALL BE PAID BY DECLARANT SO LONG AS DECLARANT IS NOT PAYING ASSESSMENTS FOR LOTS OWNED BY DECLARANT. THERE SHALL BE NO SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS UNTIL DECLARANT BEGINS PAYING ASSESSMENTS FOR LOTS OWNED BY DECLARANT. AT ANY TIME, DECLARANT MAY ELECT TO PAY ASSESSMENTS FOR EACH LOT OWNED BY DECLARANT RATHER THAN PAY THE DIFFERENCE BETWEEN THE AMOUNT COLLECTED BY THE ASSOCIATION AND THE TOTAL EXPENSES OF THE ASSOCIATION.

(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 EACH YEAR NOT MORE THAN FIFTEEN PERCENT (15%) ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.

(C) 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 FIFTEEN PERCENT (15%) 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.

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(D) 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 AREAS INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, IF ANY, 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, THE PRESENCE OF MEMBERS OR OF PROXIES ENTITLED TO CAST MAJORITY OF ALL VOTES OF EACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM.

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 ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO. 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 TWELVE (12%) 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 PROPERTY. 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 LOT.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEN THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RECEIVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

ARTICLE V

ARCHITECTURAL CONTROL

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERRECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO, CHANGE, ALTERATION,

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OR REPAIR (OTHER THAN REPAIRS RESTORING THE EXTERIOR OF ANY BUILDING LOCATED UPON THE PROPERTY TO ITS ORIGINAL APPEARANCE AND COLOR) THEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, COLOR, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OR BY AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. IN THE EVENT SAID BOARD, OR ITS DESIGNATED COMMITTEE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

ARTICLE VI
USE RESTRICTIONS

SECTION 1. VIOLATION. IF ANY PERSON CLAIMING BY, THROUGH OR UNDER DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, OR ANY OTHER PERSON, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE DECLARANT OR ANY PERSON OR PERSONS OWNING REAL ESTATE SUBJECT TO THESE COVENANTS TO BRING ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, INCLUDING ACTION TO ENJOIN OR PREVENT HIM OR THEM FROM SO DOING, OR TO CAUSE THE VIOLATION TO BE REMEDIED AND TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. IF THE PARTY OR PARTIES BRINGING ANY SUCH ACTION PREVAIL, THEY SHALL BE ENTITLED TO RECOVER FROM THE PERSON OR PERSON VIOLATING THESE RESTRICTIONS THE COSTS INCURRED BY SUCH PREVAILING PARTY INCLUDING REASONABLE ATTORNEYS' FEES. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OF COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS AND PROVISIONS CONTAINED HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 2. RESIDENTIAL LOTS. ALL LOTS INCLUDED WITHIN THE REAL ESTATE TO WHICH THESE RESTRICTIONS PERTAIN SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY OF THE SAID LOTS, OTHER THAN ONE SINGLE FAMILY DWELLING UNIT NOT TO EXCEED THIRTY-FIVE (35) FEET IN HEIGHT. NO SINGLE STORY DWELLING HOUSE SHALL CONTAIN LESS THAN 900 SQUARE FEET OF ENCLOSED, INSIDE LIVING AREA EXCLUSIVE OF A BASEMENT, SCREENED PORCH AND A GARAGE OR CARPORT. THE LIMITATION OF TWO STORIES SHALL NOT BE CONSTRUED TO PROHIBIT A TRI-LEVEL DWELLING HOUSE, BUT ANY TWO STORY, SPLIT LEVEL OR TRI-LEVEL DWELLING HOUSE SHALL HAVE AN ENCLOSED INSIDE LIVING AREA OF NOT LESS THAN 1000 SQUARE FEET. ALL DWELLING HOUSES SHALL HAVE A MINIMUM OF ONE-CAR GARAGE. NO CARPORT SHALL BE ALLOWED. WITH THE APPROVAL OF THE DEVELOPER, THE GARAGE MAY BE ENCLOSED TO ACCOMMODATE A SALES MODEL OFFICE. THESE RESTRICTIONS PRECLUDE AND PROHIBIT THE CONSTRUCTION OF BASEMENTS UNDER ANY DWELLING.

SECTION 3. SETBACK. NO BUILDING SHALL BE LOCATED UPON ANY RESIDENTIAL BUILDING LOT WHICH IS NOT IN COMPLIANCE WITH THE SETBACK REQUIREMENTS APPROVED FOR THE PROPERTY BY THE COUNTY OF POLK.

SECTION 4. NO OFFENSIVE ACTIVITY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH CONSTITUTES A PUBLIC NUISANCE.

SECTION 5. NO TEMPORARY STRUCTURES. UNLESS OTHERWISE SPECIFICALLY ALLOWED OR PERMITTED UNDER THESE COVENANTS, NO TRAILER BASEMENT, TENT, SHACK, GARAGE, BARN, SHED, TOOLHOUSE OR OTHER OUTBUILDING SHALL AT ANY TIME BE PLACED TEMPORARILY OR

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PERMANENTLY UPON THE PROPERTY, NOR SHALL ANY PROPERTY IMPROVEMENTS BE MADE TO SAID PROPERTY UNTIL AND UNLESS SUCH OWNER SHALL FIRST OBTAIN THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 6. FENCES. NO FENCE, HEDGE OR WALL SHALL BE ERECTED UPON ANY LOT WITHOUT THE PRIOR CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE. NO FENCE, HEDGE OR WALL SHALL EXCEED THREE (3) FEET IN HEIGHT BETWEEN THE FRONT OF THE RESIDENCE AND THE STREET OR ON THE SIDE OF THE RESIDENCE CLOSER TO THE FRONT PROPERTY LINE THAN THE RESIDENCE ITSELF. NO FENCE OR WALL OR LIKE STRUCTURE SHALL BE HIGHER THAN EIGHT (8) FEET ON THE REAR PROPERTY LINES OF SAID LOTS.

SECTION 7. ANTENNAS: EXTERIOR RADIO AERIALS, TELEVISION OR CABLE ANTENNAS SHALL NOT BE ATTACHED TO THE FRONT OR SIDE OF ANY DWELLING HOUSE, BUT, IF USED, SHALL BE LOCATED AT THE REAR THEREOF. ADDITIONALLY, NO AERIALS, TELEVISION OR CABLE ANTENNAS SHALL BE EXTENDED TO A HEIGHT OF MORE THAN FIFTEEN FEET ABOVE THE ROOF RIDGE LINE TO WHICH THE AERIAL, CABLE OR ANTENNA IS CONSTRUCTED.

NO SATELLITE ANTENNA (COMMONLY REFERRED TO AS DISCS OR DISHES) SHALL BE ERECTED OR LOCATED UPON THE PROPERTY IN ANY LOCATION UNLESS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OR BY THE ARCHITECTURAL COMMITTEE TO BE COMPOSED OF THREE OR MORE REPRESENTATIVES APPOINTED BY THE BOARD, IN THE SAME MANNER AS PROVIDED IN ARTICLE V OF THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS AND LOCATION OF THE SATELLITE ANTENNA MUST BE SUBMITTED TO AND APPROVED AS SET FORTH IN ARTICLE V. IN THE EVENT THE BOARD OR DESIGNATED COMMITTEE APPROVES THE ERECTION OF A SATELLITE ANTENNA, EACH ANTENNA SHALL BE COMPLETELY SURROUNDED BY FENCE OR HEDGE AS SPECIFIED BY THE BOARD OR ITS DESIGNATED COMMITTEE.

SECTION 8. EASEMENTS. THE DECLARANT, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND IS GIVEN A PERPETUAL, ALIENABLE AND RELEASABLE EASEMENT, PRIVILEGE AND RIGHT ON, OVER AND UNDER (I) THE COMMON AREAS; (II) ALL EASEMENTS OF RECORD AS DESCRIBED ON THE PLAT OF PLANTER'S WALK AS RECORDED IN PLAT BOOK 86, PAGE 29, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

(A) THE DECLARANT SHALL HAVE THE UNRESTRICTED AND SOLE RIGHT AND POWER OF ALIENATING AND RELEASING THE PRIVILEGES, EASEMENTS AND RIGHT REFERRED TO IN THIS SECTION SO LONG AS THE DECLARANT SHALL OWN AT LEAST ONE (1) LOT WITHIN THE PROPERTY. THE OWNERS OF THE LOT SUBJECT TO THE PRIVILEGES, RIGHTS, AND EASEMENTS REFERRED TO IN THIS SECTION SHALL ACQUIRE NO RIGHT TITLE OR INTEREST IN OR TO ANY PIPES, LINES OR OTHER EQUIPMENT OR FACILITIES PLACED ON, OVER OR UNDER THE PROPERTY WHICH IS SUBJECT TO SAID PRIVILEGES, RIGHTS AND EASEMENTS AND THE SOLE AND THE EXCLUSIVE PROPERTY OF THE DECLARANT AND ITS SUCCESSORS AND ASSIGNS.

SECTION 9. PARKING. NO PARKING FACILITIES ARE ALLOWED ON ANY SINGLE LOT EXCEPT A PAVED PAD LARGE ENOUGH FOR NOT MORE THAN TWO (2) AUTOMOBILES. NO WHEELED VEHICLES OF ANY KIND BOATS OR ANY OTHER OFFENSIVE OBJECTS MAY BE KEPT OR PARKED IN A STATE OF DISREPAIR BETWEEN THE PAVED ROAD AND RESIDENTIAL STRUCTURES. SAID VEHICLES, BOATS OR OBJECTS MAY BE SO KEPT IF COMPLETELY INSIDE A GARAGE ATTACHED TO THE MAIN RESIDENCE OR WITHIN THE REAR YARD.

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PRIVATE AUTOMOBILES OR VEHICLES OF THE OCCUPANTS MAY BE PARKED IN THE DRIVEWAY ON THE LOT. NO WHEELED VEHICLE OR BOAT SHALL BE KEPT OR PARKED IN FRONT OR SIDE YARD OF ANY LOT. NO TRAILERS OR RECREATIONAL VEHICLES SHALL BE MAINTAINED OR KEPT ON ANY LOT.

SECTION 10. PETS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT EACH HOUSEHOLD MAY KEEP NOT MORE THAN TWO (2) HOUSEHOLD PETS, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

SECTION 11. ARCHITECTURAL CONTROL COMMITTEE WAIVER. IN THE EVENT THAT A VIOLATION OF ANY OF THESE RESTRICTIONS SHALL INADVERTENTLY OCCUR, WHICH VIOLATION SHALL NOT BE OF SUCH NATURE TO DEFEAT THE INTENT AND PURPOSE OF THESE COVENANTS, THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO WAIVE SUCH A VIOLATION.

SECTION 12. TRASH. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT ONLY IN CLOSED CONTAINERS AND ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN CLEAN AND SANITARY CONDITION.

SECTION 13. SIGNS. NO SIGN OF ANY KIND MAY BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE DECLARANT TO ADVERTISE THE PROPERTY DURING THE INITIAL CONSTRUCTION AND SALES PERIOD.

SECTION 14. COMMON AREAS. NO IMPROVEMENTS SHALL BE CONSTRUCTED UPON ANY PORTION OF THE COMMON AREAS WITHOUT THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. THESE AREAS SHALL BE MAINTAINED BY THE ASSOCIATION AS OPEN RECREATIONAL AREAS AND ROADWAYS AS PROVIDED IN THE PLANTS OF THE PROPERTY FOR THE USE AND BENEFIT OF ALL LOT OWNERS.

(A) NO ACTIVITIES CONSTITUTING A NUISANCE SHALL BE CONDUCTED UPON COMMON AREAS.

(B) NO RUBBISH, TRASH, GARBAGE, OR OTHER DISCARDED ITEMS SHALL BE PLACED OR ALLOWED TO REMAIN UPON COMMON AREAS.

(C) THE ASSOCIATION MAY FROM TIME TO TIME ADOPT REASONABLE RULES AND REGULATIONS CONCERNING USE OF THE COMMON AREA WHICH SHALL BE BINDING UPON ALL MEMBERS OF THE ASSOCIATION.

(D) THE ASSOCIATION SHALL AT ALL TIMES PAY THE REAL PROPERTY AD VALOREM TAXES, IF ANY, ASSESSED AGAINST PROPERTY OWNED BY THE ASSOCIATION AND ANY OTHER GOVERNMENTAL LIENS WHICH MAY BE ASSESSED AGAINST THE PROPERTY OWNED BY THE ASSOCIATION. THE ASSOCIATION AT ALL TIMES SHALL PROCURE, MAINTAIN AND PAY FOR ADEQUATE POLICIES OF PUBLIC LIABILITY AND FIRE AND EXTENDED CASUALTY INSURANCE UPON THE COMMON AREAS. SAID INSURANCE POLICIES SHALL BE IN THE NAME OF THE ASSOCIATION FOR THE BENEFIT OF THE ASSOCIATION MEMBERS AND OWNERS OF RECORD AND SUCH OTHER PARTIES AS THE ASSOCIATION DEEMS NECESSARY. THE AFORESAID INSURANCE POLICIES SHALL BE IN SUCH AMOUNTS AND SUBJECT TO SUCH CONDITIONS AND WITH SUCH PROVISIONS AS THE OFFICERS OR BOARD OF DIRECTORS OF THE ASSOCIATION MAY DETERMINE, NOT INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION. THE BOARD OF DIRECTORS MAY OBTAIN SUCH OTHER TYPE OF INSURANCE AS THEY DEEM ADVISABLE. THE SUM AND EXTENT OF SUCH INSURANCE COVERAGE AT ALL TIMES SHALL MEET ALL REQUIREMENTS, IF ANY, APPLICABLE TO THE COMMON AREAS ESTABLISHED BY THE VA.

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(E) AT ALL TIMES HEREAFTER, ALL CAPITAL IMPROVEMENTS TO THE COMMON AREAS, EXCEPT FOR REPLACEMENT OR REPAIR OF THOSE ITEMS INSTALLED BY THE DECLARANT AND EXCEPT FOR PERSONAL PROPERTY RELATED TO THE MAINTENANCE OF THE COMMON AREAS, SHALL REQUIRE THE APPROVAL OF TWO-THIRDS (2/3) OF THE VOTES ENTITLED TO BE CASE.

SECTION 15. PROPERTY MAINTENANCE. IN THE EVENT AN OWNER OF ANY LOT SHALL FAIL TO MAINTAIN THE PREMISES AND IMPROVEMENTS SITUATED THEREON IN A MANNER SATISFACTORY TO THE ARCHITECTURAL CONTROL COMMITTEE, INCLUDING LANDSCAPING GRASS AND SHRUBBERY, THE OWNER SHALL BE NOTIFIED AND GIVEN THIRTY (30) DAYS IN WHICH TO CORRECT OR ABATE THE SITUATION. IF THE OWNER FAILS TO DO SO, THE COMMITTEE SHALL HAVE THE RIGHT (ALTHOUGH IT SHALL NOT BE REQUIRED TO DO SO) TO ENTER UPON SAID LOT FOR THE PURPOSE FOR REPAIRING, MAINTAINING AND RESTORING THE LOT AND THE EXTERIOR OF THE BUILDINGS AND OTHER IMPROVEMENTS LOCATED THEREUPON AT THE SOLE COST OF THE OWNER OF SAID LOT. THE COST OF SUCH REPAIR, MAINTENANCE AND RESTORATION SHALL THEREUPON CONSTITUTE A LIEN UPON SAID LOT WHICH LIEN SHALL BECOME EFFECTIVE ONLY UPON THE FILING OF A WRITTEN CLAIM OF LIEN. THE FORM, SUBSTANCE AND ENFORCEMENT OF SAID LIEN SHALL BE IN ACCORDANCE WITH THE MECHANICS LIEN LAW OF THE STATE OF FLORIDA, AND THE OWNER OF SAID LOT SHALL, BY VIRTUE OF HAVING ACQUIRED SAID LOT SUBJECT TO THESE RESTRICTIONS, BE DEEMED TO HAVE AUTHORIZED AND CONTRACTED FOR SUCH REPAIR, MAINTENANCE AND RESTORATION. THE LIEN HEREIN PROVIDED WILL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN.

SECTION 16. UTILITIES. GARDEN GROVE WATER CO., INC., OR ITS SUCCESSORS, HAS THE SOLE AND EXCLUSIVE RIGHT TO PROVIDE ALL WATER AND SEWAGE FACILITIES AND SERVICE TO THE PROPERTY DESCRIBED HEREIN. NO WELL OF ANY KIND SHALL BE DUG OR DRILLED ON ANY ONE OF THE LOTS OR TRACTS TO PROVIDE WATER FOR USE WITHIN THE STRUCTURES TO BE BUILT, AND NO POTABLE WATER SHALL BE USED WITHIN SAID STRUCTURES EXCEPT POTABLE WATER WHICH IS OBTAINED FROM GARDEN GROVE WATER CO., INC. OR ITS SUCCESSORS OR ASSIGNS. ALL SEWAGE FROM ANY BUILDING MUST BE DISPOSED OF THROUGH THE SEWAGE LINES OR THROUGH THE SEWAGE LINES AND DISPOSAL PLANT OWNED AND CONTROLLED BY THE COUNTY OF POLK, OR ITS SUCCESSORS OR ASSIGNS. NO WATER FROM AIR CONDITIONING SYSTEMS, ICE MACHINES, SWIMMING POOLS, OR ANY OTHER FORM ON CONDENSATE WATER SHALL BE DISPOSED OF THROUGH THE LINES OF THE SEWER SYSTEM. GARDEN GROVE WATER CO., INC. HAS A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT IN AND TO, OVER AND UNDER PROPERTY AS DESCRIBED IN THIS DECLARATION AND THE PLAT OF THE PROPERTY FOR THE PURPOSE OF INSTALLATION AND/OR REPAIR OF WATER AND SEWAGE FACILITIES.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION, OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THE DECLARATION. FAILURE BY THE ASSOCIATION OR BY AN 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 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS

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DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN NINETY PERCENT (90%) OF THE LOT OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOT OWNERS. ANY AMENDMENT MUST BE RECORDED.

SECTION 4. VA APPROVAL. AS LONG AS THERE IS A CLASS B MEMBERSHIP, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE VA: ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA OR PRIVATE DRIVES, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 26th DAY OF SEPTEMBER, 1988. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

M. G. Judd

Deborah Lynn Rowland

PALM STATE DEVELOPMENT CORP.

BY: Edward H. Laderer, Jr.
EDWARD H. LADERER, JR., PRESIDENT

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED EDWARD H. LADERER, JR., PRESIDENT OF PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED. THIS 26th DAY OF SEPTEMBER, 1988.

(MY COMMISSION EXPIRES)



M. G. Judd

NOTARY PUBLIC

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EXHIBIT "A"

LOTS 1-7, INCLUSIVE, BLOCK A; LOTS 96-107, INCLUSIVE, BLOCK B; LOTS 47-69, INCLUSIVE, BLOCK C; AND LOTS 70-95, INCLUSIVE, BLOCK D, PLANTER'S WALK, BEING A REPLAT OF MORNINGLEN PHASE I, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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EXHIBIT "B"

DRAINAGE EASEMENT "B", "C", AND "D", PLANTER'S WALK, AS PER PLAT THEREOF RECORDED IN PLAT
BOOK 86, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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EXHIBIT "C"

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA. SAID TRACT IS SUBJECT TO AN EASEMENT ALONG ITS NORTHERN BOUNDARY FOR ROADWAY PURPOSES OVER AND UPON THE EXISTING PRIVATE CLAY ROAD, A 15 FOOT EASEMENT ALONG ITS NORTHERN BOUNDARY IN FAVOR OF TAMPA ELECTRIC COMPANY, A MAINTAINED ROAD RIGHT-OF-WAY ALONG ITS EAST BOUNDARY, LESS AND EXCEPT LOTS 1-7, INCLUSIVE, BLOCK A; LOTS 96-107, INCLUSIVE, BLOCK B; LOTS 47-69, INCLUSIVE, BLOCK C; AND LOTS 70-95, INCLUSIVE, BLOCK D, PLANTERS'S WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 29, PUBIC RECORDS OF POLK COUNTY, FLORIDA.

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FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY  D.C.

This INSTRUMENT Prepared by
ED LADIERE, JR.
4110 SO. FL. AVE.
LAKELAND, FL. 33813

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC

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THIS DECLARATION, MADE ON THE DATE HERINAFTER SET FORTH BY PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, (THE DEVELOPER OR DECLARANT), OWNER OF ALL THE RIGHT TITLE AND INTEREST, BOTH LEGAL AND EQUITABLE, IN AND TO CERTAIN LANDS MORE PARTICULARLY DESCRIBED ON THE ABOVE ATTACHED EXHIBIT "A" HEREAFTER (THE PROPERTY).

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF THE PROPERTY.
NOW THEREOF, DECLARANT HEREBY DECLARES THAT ALL OF THE PROPERTY DESCRIBED ABOVE SHALL BE HELD, SOLD, AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS COVENANTS AND CONDITIONS WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF AND WHICH SHALL RUN WITH, THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE AND INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF. EXCEPT AS PROVIDED BELOW.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" SHALL MEAN AND REFER TO PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF ANY OBLIGATION.

SECTION 3. "PROPERTY" OR "PROPERTIES" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREINBEFORE DESCRIBED, AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.

SECTION 4. "COMMON AREA" SHALL MEAN ALL REAL PROPERTY, IF ANY, AND EASEMENTS (INCLUDING THE IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION AND/OR GRANTED TO THE ASSOCIATION. THE COMMON AREA TO BE OWNED AND/OR MAINTAINED BY THE ASSOCIATION AT THE TIME OF CONVEYANCE OF THE FIRST LOT IS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF. TRACT "A" OF THIS PLAT IS NOT A PART OF THE COMMON PROPERTY AND HAS BEEN CONVEYED BY THE DEVELOPER TO HERMAN DRAWDY, THE ADJACENT PROPERTY OWNER.

SECTION 5. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTIES WITH THE EXCEPTION OF THE COMMON AREA.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO PALM STATE DEVELOPMENT CORP., ITS SUCCESSORS AND ASSIGNS IF SUCH SUCCESSORS OR ASSIGNS SHOULD ACQUIRE MORE THAN A MAJORITY OF THE REMAINING UNDEVELOPED LOTS OWNED BY THE DECLARANT FOR THE PURPOSE OF DEVELOPMENT.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS HEREOF WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT, SUBJECT TO THE FOLLOWING PROVISIONS:

- (A) THE RIGHT OF THE ASSOCIATION TO CHARGE REASONABLE ADMISSION AND OTHER FEES FOR THE USE OF ANY RECREATIONAL FACILITY SITUATED UPON THE COMMON AREAS.
- (B) THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHT TO USE THE RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR ANY INFRACTION OF ITS PUBLISHED RULES AND REGULATIONS.

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(C) THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT AGREEING TO SUCH DEDICATION OR TRANSFER SIGNED BY TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS HAS BEEN RECORDED.

SECTION 2. DECLARATION OF USE. ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BYLAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY.

SECTION 3. ADDITIONAL LANDS. ADDITIONAL LAND WITHIN THE AREA DESCRIBED ON EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF MAY BE ANNEXED BY THE DECLARANT WITHOUT THE CONSENT OF MEMBERS WITHIN SEVEN (7) YEARS FROM THE DATE HEREOF, PROVIDED THAT THE VETERANS ADMINISTRATION ("VA") DETERMINES THAT THE ANNEXATION IS IN ACCORD WITH THE GENERAL PLAN HERETOFORE APPROVED BY IT. ANNEXATIONS CONTEMPLATED BY DECLARANT SHALL BECOME EFFECTIVE UPON THE RECORDING OF A SUPPLEMENTARY DECLARATION IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SHOULD THE DECLARANT, IN ITS SOLE DISCRETION, DETERMINE NOT TO ANNEX ADDITIONAL LANDS AS PROVIDED, THE GENERAL PLAN OF DEVELOPMENT SHALL NOT BIND THE DECLARANT TO MAKE ANY ADDITIONS CONTEMPLATED OR TO ADHERE TO THIS PLAN IN THE SUBSEQUENT DEVELOPMENT OF ANY LANDS DESCRIBED ON EXHIBIT "C". ADDITIONAL PROPERTY WHICH IS OUTSIDE OF THE AREA DESCRIBED IN EXHIBIT "C" MAY BE ANNEXED TO THE PROPERTY WITH THE CONSENT OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS OF THE ASSOCIATION. ANY SUCH ANNEXATION SHALL BECOME EFFECTIVE UPON THE RECORDING OF A SUPPLEMENTARY DECLARATION IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS LONG AS THERE IS A CLASS B MEMBERSHIP AND AS LONG AS THE VA HAS AN INTEREST IN PLANTER'S WALK, THE ANNEXATION OF ADDITIONAL PROPERTIES WILL REQUIRE THE PRIOR APPROVAL OF THE VA.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. EVERY OWNER OF A LOT WHICH IS SUBJECT TO ASSESSMENT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

SECTION 2. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP.

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 VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CASE WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBER(S) SHALL BE THE DECLARANT AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER;

- (A) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP OR
- (B) ON DECEMBER 31, 1993.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

THE DECLARANT, FOR EACH LOT OWNED WITHIN THE PRPERTIES, HEREBY COVENANTS AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREES TO PAY THE ASSOCIATION: (1) ANNUAL ASSESSMENTS OR CHARGES; (2) SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS; (3) LAKE LOT ASSESSMENTS, IF APPLICABLE; ALL 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 ASSESSMENTS 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 TO PROMOTE THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE PROPERTIES AND FOR THE IMPROVEMENTS AND MAINTENANCE OF THE COMMON AREAS. THE ASSESSMENT SHALL ALSO BE USED TO MAINTAIN THE LANDSCAPING AND OTHER IMPROVEMENTS ON THE BOULEVARDS, ENTRANCES, MEDIANS AND ALL OTHER DEDICATED AREAS WITHIN THE PROPERTIES. ADDITIONALLY, THE ASSESSMENT SHALL BE USED TO MAINTAIN STREET LIGHTS, ROADS, DIRECTIONAL SIGNS, INFORMATIONAL SIGNS IDENTIFYING THE SUBDIVISION, SIGN LIGHTING AND UTILITIES WITHIN THE PROPERTIES, IF NECESSARY.

SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) THE INITIAL ANNUAL ASSESSMENTS AGAINST OWNERS OTHER THAN DECLARANT SHALL BE FORTY-EIGHT DOLLARS (\$48.00) PER LOT. DECLARANT SHALL NOT BE RESPONSIBLE TO PAYASSESSMENT FOR LOTS OWNED BY DECLARANT UNTIL SEVENTY-FIVE PERCENT (75%) OF THE LOTS HAVE BEEN CONVEYED BY DECLARANT TO THIRD PARTIES. ON JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF SEVENTY-FIVE PERCENT (75%) OF THE LOTS BY DECLARANT, DECLARANT SHALL COMMENCE PAYING AN ANNUAL ASSESSMENT FOR EACH LOT THEN OWNED BY DECLARANT. PRIOR TO THE TIME THAT DECLARANT IS OBLIGATED TO PAY AN ANNUAL ASSESSMENT, THE TOTAL EXPENSES OF THE ASSOCIATION INCURRED FOR THE PURPOSES SET FORTH HEREIN SHALL BE PAID FROM THE ANNUAL ASSESSMENTS RECEIVED BY THE ASSOCIATION FROM OWNERS OTHER THAN DECLARANT. ANY DIFFERENCE IN THE AMOUNT OF TOTAL EXPENSES OF THE ASSOCIATION AND THE AMOUNT COLLECTED FROM OWNERS OTHER THAN DECLARANT SHALL BE PAID BY DECLARANT SO LONG AS DECLARANT IS NOT PAYING ASSESSMENTS FOR LOTS OWNED BY DECLARANT. THERE SHALL BE NO SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS UNTIL DECLARANT BEGINS PAYING ASSESSMENTS FOR LOTS OWNED BY DECLARANT. AT ANY TIME, DECLARANT MAY ELECT TO PAY ASSESSMENTS FOR EACH LOT OWNED BY DECLARANT RATHER THAN PAY THE DIFFERENCE BETWEEN THE AMOUNT COLLECTED BY THE ASSOCIATION AND THE TOTAL EXPENSES OF THE ASSOCIATION.

(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 EACH YEAR NOT MORE THAN FIFTEEN PERCENT (15%) ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.

(C) 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 FIFTEEN PERCENT (15%) 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.

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(D) 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 AREAS INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, IF ANY, 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, THE PRESENCE OF MEMBERS OR OF PROXIES ENTITLED TO CAST MAJORITY OF ALL VOTES OF EACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM.

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 ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO. 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 TWELVE (12%) 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 PROPERTY. 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 LOT.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEN THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RECEIVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

ARTICLE V

ARCHITECTURAL CONTROL

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO, CHANGE, ALTERATION,

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OR REPAIR (OTHER THAN REPAIRS RESTORING THE EXTERIOR OF ANY BUILDING LOCATED UPON THE PROPERTY TO ITS ORIGINAL APPEARANCE AND COLOR) THEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, COLOR, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OR BY AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. IN THE EVENT SAID BOARD, OR ITS DESIGNATED COMMITTEE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

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ARTICLE VI
USE RESTRICTIONS

SECTION 1. VIOLATION. IF ANY PERSON CLAIMING BY, THROUGH OR UNDER DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, OR ANY OTHER PERSON, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE DECLARANT OR ANY PERSON OR PERSONS OWNING REAL ESTATE SUBJECT TO THESE COVENANTS TO BRING ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, INCLUDING ACTION TO ENJOIN OR PREVENT HIM OR THEM FROM SO DOING, OR TO CAUSE THE VIOLATION TO BE REMEDIED AND TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. IF THE PARTY OR PARTIES BRINGING ANY SUCH ACTION PREVAIL, THEY SHALL BE ENTITLED TO RECOVER FROM THE PERSON OR PERSON VIOLATING THESE RESTRICTIONS THE COSTS INCURRED BY SUCH PREVAILING PARTY INCLUDING REASONABLE ATTORNEYS' FEES. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OF COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS AND PROVISIONS CONTAINED HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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SECTION 2. RESIDENTIAL LOTS. ALL LOTS INCLUDED WITHIN THE REAL ESTATE TO WHICH THESE RESTRICTIONS PERTAIN SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY OF THE SAID LOTS, OTHER THAN ONE SINGLE FAMILY DWELLING UNIT NOT TO EXCEED THIRTY-FIVE (35) FEET IN HEIGHT. NO SINGLE STORY DWELLING HOUSE SHALL CONTAIN LESS THAN 900 SQUARE FEET OF ENCLOSED, INSIDE LIVING AREA EXCLUSIVE OF A BASEMENT, SCREENED PORCH AND A GARAGE OR CARPORT. THE LIMITATION OF TWO STORIES SHALL NOT BE CONSTRUED TO PROHIBIT A TRI-LEVEL DWELLING HOUSE, BUT ANY TWO STORY, SPLIT LEVEL OR TRI-LEVEL DWELLING HOUSE SHALL HAVE AN ENCLOSED INSIDE LIVING AREA OF NOT LESS THAN 1000 SQUARE FEET. ALL DWELLING HOUSES SHALL HAVE A MINIMUM OF ONE-CAR GARAGE. NO CARPORT SHALL BE ALLOWED. WITH THE APPROVAL OF THE DEVELOPER, THE GARAGE MAY BE ENCLOSED TO ACCOMMODATE A SALES MODEL OFFICE. THESE RESTRICTIONS PRECLUDE AND PROHIBIT THE CONSTRUCTION OF BASEMENTS UNDER ANY DWELLING.

SECTION 3. SETBACK. NO BUILDING SHALL BE LOCATED UPON ANY RESIDENTIAL BUILDING LOT WHICH IS NOT IN COMPLIANCE WITH THE SETBACK REQUIREMENTS APPROVED FOR THE PROPERTY BY THE COUNTY OF POLK.

SECTION 4. NO OFFENSIVE ACTIVITY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH CONSTITUTES A PUBLIC NUISANCE.

SECTION 5. NO TEMPORARY STRUCTURES. UNLESS OTHERWISE SPECIFICALLY ALLOWED OR PERMITTED UNDER THESE COVENANTS, NO TRAILER BASEMENT, TENT, SHACK, GARAGE, BARN, SHED, TOOLHOUSE OR OTHER OUTBUILDING SHALL AT ANY TIME BE PLACED TEMPORARILY OR

PERMANENTLY UPON THE PROPERTY, NOR SHALL ANY PROPERTY IMPROVEMENTS BE MADE TO SAID PROPERTY UNTIL AND UNLESS SUCH OWNER SHALL FIRST OBTAIN THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 6. FENCES. NO FENCE, HEDGE OR WALL SHALL BE ERECTED UPON ANY LOT WITHOUT THE PRIOR CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE. NO FENCE, HEDGE OR WALL SHALL EXCEED THREE (3) FEET IN HEIGHT BETWEEN THE FRONT OF THE RESIDENCE AND THE STREET OR ON THE SIDE OF THE RESIDENCE CLOSER TO THE FRONT PROPERTY LINE THAN THE RESIDENCE ITSELF. NO FENCE OR WALL OR LIKE STRUCTURE SHALL BE HIGHER THAN EIGHT (8) FEET ON THE REAR PROPERTY LINES OF SAID LOTS.

SECTION 7. ANTENNAS: EXTERIOR RADIO AERIALS, TELEVISION OR CABLE ANTENNAS SHALL NOT BE ATTACHED TO THE FRONT OR SIDE OF ANY DWELLING HOUSE, BUT, IF USED, SHALL BE LOCATED AT THE REAR THEREOF. ADDITIONALLY, NO AERIALS, TELEVISION OR CABLE ANTENNAS SHALL BE EXTENDED TO A HEIGHT OF MORE THAN FIFTEEN FEET ABOVE THE ROOF RIDGE LINE TO WHICH THE AERIAL, CABLE OR ANTENNA IS CONSTRUCTED.

NO SATELLITE ANTENNA (COMMONLY REFERRED TO AS DISCS OR DISHES) SHALL BE ERECTED OR LOCATED UPON THE PROPERTY IN ANY LOCATION UNLESS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OR BY THE ARCHITECTURAL COMMITTEE TO BE COMPOSED OF THREE OR MORE REPRESENTATIVES APPOINTED BY THE BOARD, IN THE SAME MANNER AS PROVIDED IN ARTICLE V OF THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS AND LOCATION OF THE SATELLITE ANTENNA MUST BE SUBMITTED TO AND APPROVED AS SET FORTH IN ARTICLE V. IN THE EVENT THE BOARD OR DESIGNATED COMMITTEE APPROVES THE ERECTION OF A SATELLITE ANTENNA, EACH ANTENNA SHALL BE COMPLETELY SURROUNDED BY FENCE OR HEDGE AS SPECIFIED BY THE BOARD OR ITS DESIGNATED COMMITTEE.

SECTION 8. EASEMENTS. THE DECLARANT, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND IS GIVEN A PERPETUAL, ALIENABLE AND RELEASABLE EASEMENT, PRIVILEGE AND RIGHT ON, OVER AND UNDER (I) THE COMMON AREAS; (II) ALL EASEMENTS OF RECORD AS DESCRIBED ON THE PLAT OF PLANTER'S WALK AS RECORDED IN PLAT BOOK 86, PAGE 29, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

(A) THE DECLARANT SHALL HAVE THE UNRESTRICTED AND SOLE RIGHT AND POWER OF ALIENATING AND RELEASING THE PRIVILEGES, EASEMENTS AND RIGHT REFERRED TO IN THIS SECTION SO LONG AS THE DECLARANT SHALL OWN AT LEAST ONE (1) LOT WITHIN THE PROPERTY. THE OWNERS OF THE LOT SUBJECT TO THE PRIVILEGES, RIGHTS, AND EASEMENTS REFERRED TO IN THIS SECTION SHALL ACQUIRE NO RIGHT TITLE OR INTEREST IN OR TO ANY PIPES, LINES OR OTHER EQUIPMENT OR FACILITIES PLACED ON, OVER OR UNDER THE PROPERTY WHICH IS SUBJECT TO SAID PRIVILEGES, RIGHTS AND EASEMENTS AND THE SOLE AND THE EXCLUSIVE PROPERTY OF THE DECLARANT AND ITS SUCCESSORS AND ASSIGNS.

SECTION 9. PARKING. NO PARKING FACILITIES ARE ALLOWED ON ANY SINGLE LOT EXCEPT A PAVED PAD LARGE ENOUGH FOR NOT MORE THAN TWO (2) AUTOMOBILES. NO WHEELED VEHICLES OF ANY KIND BOATS OR ANY OTHER OFFENSIVE OBJECTS MAY BE KEPT OR PARKED IN A STATE OF DISREPAIR BETWEEN THE PAVED ROAD AND RESIDENTIAL STRUCTURES. SAID VEHICLES, BOATS OR OBJECTS MAY BE SO KEPT IF COMPLETELY INSIDE A GARAGE ATTACHED TO THE MAIN RESIDENCE OR WITHIN THE REAR YARD.

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PRIVATE AUTOMOBILES OR VEHICLES OF THE OCCUPANTS MAY BE PARKED IN THE DRIVEWAY ON THE LOT. NO WHEELED VEHICLE OR BOAT SHALL BE KEPT OR PARKED IN FRONT OR SIDE YARD OF ANY LOT. NO TRAILERS OR RECREATIONAL VEHICLES SHALL BE MAINTAINED OR KEPT ON ANY LOT.

SECTION 10. PETS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT EACH HOUSEHOLD MAY KEEP NOT MORE THAN TWO (2) HOUSEHOLD PETS, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

SECTION 11. ARCHITECTURAL CONTROL COMMITTEE WAIVER. IN THE EVENT THAT A VIOLATION OF ANY OF THESE RESTRICTIONS SHALL INADVERTENTLY OCCUR, WHICH VIOLATION SHALL NOT BE OF SUCH NATURE TO DEFEAT THE INTENT AND PURPOSE OF THESE COVENANTS, THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO WAIVE SUCH A VIOLATION.

SECTION 12. TRASH. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT ONLY IN CLOSED CONTAINERS AND ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN CLEAN AND SANITARY CONDITION.

SECTION 13. SIGNS. NO SIGN OF ANY KIND MAY BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE DECLARANT TO ADVERTISE THE PROPERTY DURING THE INITIAL CONSTRUCTION AND SALES PERIOD.

SECTION 14. COMMON AREAS. NO IMPROVEMENTS SHALL BE CONSTRUCTED UPON ANY PORTION OF THE COMMON AREAS WITHOUT THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. THESE AREAS SHALL BE MAINTAINED BY THE ASSOCIATION AS OPEN RECREATIONAL AREAS AND ROADWAYS AS PROVIDED IN THE PLANTS OF THE PROPERTY FOR THE USE AND BENEFIT OF ALL LOT OWNERS.

(A) NO ACTIVITIES CONSTITUTING A NUISANCE SHALL BE CONDUCTED UPON COMMON AREAS.

(B) NO RUBBISH, TRASH, GARBAGE, OR OTHER DISCARDED ITEMS SHALL BE PLACED OR ALLOWED TO REMAIN UPON COMMON AREAS.

(C) THE ASSOCIATION MAY FROM TIME TO TIME ADOPT REASONABLE RULES AND REGULATIONS CONCERNING USE OF THE COMMON AREA WHICH SHALL BE BINDING UPON ALL MEMBERS OF THE ASSOCIATION.

(D) THE ASSOCIATION SHALL AT ALL TIMES PAY THE REAL PROPERTY AD VALOREM TAXES, IF ANY, ASSESSED AGAINST PROPERTY OWNED BY THE ASSOCIATION AND ANY OTHER GOVERNMENTAL LIENS WHICH MAY BE ASSESSED AGAINST THE PROPERTY OWNED BY THE ASSOCIATION. THE ASSOCIATION AT ALL TIMES SHALL PROCURE, MAINTAIN AND PAY FOR ADEQUATE POLICIES OF PUBLIC LIABILITY AND FIRE AND EXTENDED CASUALTY INSURANCE UPON THE COMMON AREAS. SAID INSURANCE POLICIES SHALL BE IN THE NAME OF THE ASSOCIATION FOR THE BENEFIT OF THE ASSOCIATION MEMBERS AND OWNERS OF RECORD AND SUCH OTHER PARTIES AS THE ASSOCIATION DEEMS NECESSARY. THE AFORESAID INSURANCE POLICIES SHALL BE IN SUCH AMOUNTS AND SUBJECT TO SUCH CONDITIONS AND WITH SUCH PROVISIONS AS THE OFFICERS OR BOARD OF DIRECTORS OF THE ASSOCIATION MAY DETERMINE, NOT INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION. THE BOARD OF DIRECTORS MAY OBTAIN SUCH OTHER TYPE OF INSURANCE AS THEY DEEM ADVISABLE. THE SUM AND EXTENT OF SUCH INSURANCE COVERAGE AT ALL TIMES SHALL MEET ALL REQUIREMENTS, IF ANY, APPLICABLE TO THE COMMON AREAS ESTABLISHED BY THE VA.

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(E) AT ALL TIMES HEREAFTER, ALL CAPITAL IMPROVEMENTS TO THE COMMON AREAS, EXCEPT FOR REPLACEMENT OR REPAIR OF THOSE ITEMS INSTALLED BY THE DECLARANT AND EXCEPT FOR PERSONAL PROPERTY RELATED TO THE MAINTENANCE OF THE COMMON AREAS, SHALL REQUIRE THE APPROVAL OF TWO-THIRDS (2/3) OF THE VOTES ENTITLED TO BE CASE.

SECTION 15. PROPERTY MAINTENANCE. IN THE EVENT AN OWNER OF ANY LOT SHALL FAIL TO MAINTAIN THE PREMISES AND IMPROVEMENTS SITUATED THEREON IN A MANNER SATISFACTORY TO THE ARCHITECTURAL CONTROL COMMITTEE, INCLUDING LANDSCAPING GRASS AND SHRUBBERY, THE OWNER SHALL BE NOTIFIED AND GIVEN THIRTY (30) DAYS IN WHICH TO CORRECT OR ABATE THE SITUATION. IF THE OWNER FAILS TO DO SO, THE COMMITTEE SHALL HAVE THE RIGHT (ALTHOUGH IT SHALL NOT BE REQUIRED TO DO SO) TO ENTER UPON SAID LOT FOR THE PURPOSE FOR REPAIRING, MAINTAINING AND RESTORING THE LOT AND THE EXTERIOR OF THE BUILDINGS AND OTHER IMPROVEMENTS LOCATED THEREUPON AT THE SOLE COST OF THE OWNER OF SAID LOT. THE COST OF SUCH REPAIR, MAINTENANCE AND RESTORATION SHALL THEREUPON CONSTITUTE A LIEN UPON SAID LOT WHICH LIEN SHALL BECOME EFFECTIVE ONLY UPON THE FILING OF A WRITTEN CLAIM OF LIEN. THE FORM, SUBSTANCE AND ENFORCEMENT OF SAID LIEN SHALL BE IN ACCORDANCE WITH THE MECHANICS LIEN LAW OF THE STATE OF FLORIDA, AND THE OWNER OF SAID LOT SHALL, BY VIRTUE OF HAVING ACQUIRED SAID LOT SUBJECT TO THESE RESTRICTIONS, BE DEEMED TO HAVE AUTHORIZED AND CONTRACTED FOR SUCH REPAIR, MAINTENANCE AND RESTORATION. THE LIEN HEREIN PROVIDED WILL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN.

SECTION 16. UTILITIES. GARDEN GROVE WATER CO., INC., OR ITS SUCCESSORS, HAS THE SOLE AND EXCLUSIVE RIGHT TO PROVIDE ALL WATER AND SEWAGE FACILITIES AND SERVICE TO THE PROPERTY DESCRIBED HEREIN. NO WELL OF ANY KIND SHALL BE DUG OR DRILLED ON ANY ONE OF THE LOTS OR TRACTS TO PROVIDE WATER FOR USE WITHIN THE STRUCTURES TO BE BUILT, AND NO POTABLE WATER SHALL BE USED WITHIN SAID STRUCTURES EXCEPT POTABLE WATER WHICH IS OBTAINED FROM GARDEN GROVE WATER CO., INC., OR ITS SUCCESSORS OR ASSIGNS. ALL SEWAGE FROM ANY BUILDING MUST BE DISPOSED OF THROUGH THE SEWAGE LINES OR THROUGH THE SEWAGE LINES AND DISPOSAL PLANT OWNED AND CONTROLLED BY THE COUNTY OF POLK, OR ITS SUCCESSORS OR ASSIGNS. NO WATER FROM AIR CONDITIONING SYSTEMS, ICE MACHINES, SWIMMING POOLS, OR ANY OTHER FORM ON CONDENSATE WATER SHALL BE DISPOSED OF THROUGH THE LINES OF THE SEWER SYSTEM. GARDEN GROVE WATER CO., INC. HAS A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT IN AND TO, OVER AND UNDER PROPERTY AS DESCRIBED IN THIS DECLARATION AND THE PLAT OF THE PROPERTY FOR THE PURPOSE OF INSTALLATION AND/OR REPAIR OF WATER AND SEWAGE FACILITIES.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION, OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THE DECLARATION. FAILURE BY THE ASSOCIATION OR BY AN 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 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS

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DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN NINETY PERCENT (90%) OF THE LOT OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOT OWNERS. ANY AMENDMENT MUST BE RECORDED.

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SECTION 4. VA APPROVAL. AS LONG AS THERE IS A CLASS B MEMBERSHIP, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE VA: ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA OR PRIVATE DRIVES, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 26th DAY OF SEPTEMBER, 1988.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

M. G. Judd
Deborah Lynn Rowland

PALM STATE DEVELOPMENT CORP.
BY: [Signature]
EDWARD H. LADERER, JR., PRESIDENT

(CORPORATE SEAL)



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STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED EDWARD H. LADERER, JR., PRESIDENT OF PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED.
THIS 26th DAY OF SEPTEMBER, 1988.



(MY COMMISSION EXPIRES)

M. G. Judd
NOTARY PUBLIC

THE UNDERSIGNED BEING 100% OF THE OWNERS OF PLANTERS WALK HEREBY CONSENT TO THE IMPOSITION AND RECORDING OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

DATED THIS 11th DAY OF October, 1988.

M. G. Judd
Genie Glover

PALM STATE DEVELOPMENT CORP.

BY: [Signature]
Edward H. Laderer, Jr., President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED EDWARD H. LADERER, JR., PRESIDENT OF PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, THIS 11th DAY OF October, 1988.

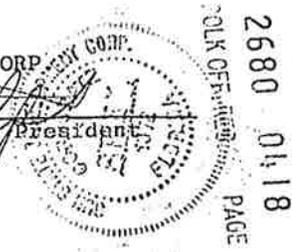
Notary Public, State of Florida at Large
My Commission Expires October 10, 1989
Bonded thru Agent's Notary Brokerage

M. G. Judd

SUN STATE DEVELOPMENT CORP.

BY: Donald K. Stephens, President

M. G. Zule
Gerrie Glover



STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED DONALD K. STEPHENS, PRESIDENT OF SUN STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, THIS 11th DAY OF OCTOBER, 1988.

M. G. Zule

Notary Public, State of Florida at Large
My Commission Expires October 10, 1989
Bonded thru Agent's Notary Brokerage

VIKING PROPERTIES, A FLORIDA GENERAL PARTNERSHIP

BY: Donald K. Stephens, Partner

M. G. Zule
Gerrie Glover

BY: Robert J. Adams, Partner

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED DONALD K. STEPHENS, Partner AND ROBERT J. ADAMS, Partner, VIKING PROPERTIES, A FLORIDA GENERAL PARTNERSHIP, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED. THIS 11th DAY OF OCTOBER, 1988.



Notary Public, State of Florida at Large
My Commission Expires October 10, 1989
Bonded thru Agent's Notary Brokerage

M. G. Zule

EXHIBIT "A"

LOTS 1-7, INCLUSIVE, BLOCK A; LOTS 96-107, INCLUSIVE, BLOCK B; LOTS 47-69, INCLUSIVE, BLOCK C; AND LOTS 70-95, INCLUSIVE, BLOCK D, PLANTER'S WALK, BEING A REPLAT OF MORNINGLEN PHASE I, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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EXHIBIT "B"

DRAINAGE EASEMENT "B", "C", AND "D", PLANTER'S WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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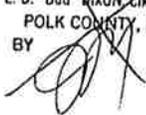
EXHIBIT "C"

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA. SAID TRACT IS SUBJECT TO AN EASEMENT ALONG ITS NORTHERN BOUNDARY FOR ROADWAY PURPOSES OVER AND UPON THE EXISTING PRIVATE CLAY ROAD, A 15 FOOT EASEMENT ALONG ITS NORTHERN BOUNDARY IN FAVOR OF TAMPA ELECTRIC COMPANY, A MAINTAINED ROAD RIGHT-OF-WAY ALONG ITS EAST BOUNDARY, LESS AND EXCEPT LOTS 1-7, INCLUSIVE, BLOCK A; LOTS 96-107, INCLUSIVE, BLOCK B; LOTS 47-69, INCLUSIVE, BLOCK C; AND LOTS 70-95, INCLUSIVE, BLOCK D, PLANTERS'S WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 29, PUBIC RECORDS OF POLK COUNTY, FLORIDA.

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FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY  D.C.

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY  D.C.

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC.

WHEREAS, PALM STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, (HEREINAFTER "DEVELOPER"), IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS UNDER AN INSTRUMENT DATED SEPTEMBER 26, 1988, RECORDED IN OFFICIAL RECORDS BOOK 2673, PAGES 0021-0032 AND RERECORDED IN OFFICIAL RECORDS BOOK 2680, PAGES 0409-0421, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 15, 1988, RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 2179, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND

WHEREAS, DEVELOPER OWNS 100 PERCENT OF THE LOTS AND HAS RESERVED THE RIGHT TO AMEND THE COVENANTS AND RESTRICTIONS OF THE DECLARATION UNDER ARTICLE VII, SECTION 3.

NOW, THEREFORE, THE DEVELOPER HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

ARTICLE VIII

THE COMMON AREA MAY NOT BE MORTGAGED OR CONVEYED WITHOUT THE CONSENT OF 2/3 OF THE LOT OWNERS EXCLUDING THE DEVELOPER, PROVIDED HOWEVER, COMMON AREAS CANNOT BE MORTGAGED OR CONVEYED WITHOUT THE DEVELOPERS CONENT SO LONG AS THE DEVELOPER IS A CLASS B MEMBER.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SHALL REQUIRE HUD/VA PRIOR APPROVAL AS LONG AS THERE IS A CLASS B MEMBERSHIP.

ALL OTHER COVENANTS, CONDITIONS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, PALM STATE DEVELOPMENT CORP. HAS EXECUTED THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THIS 15TH DAY OF DECEMBER, 1988.

SIGNED IN THE PRESENCE OF:

PALM STATE DEVELOPMENT CORP

M.A. Jolly
Jamasa P. Hoffmen

BY:

Edward H. Laderer, Jr.
EDWARD H. LADERER, JR., PRESIDENT
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF DECEMBER, 1988 BY EDWARD H. LADERER, JR., PRESIDENT OF PALM STATE DEVELOPMENT CORP., A

FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION.
(NOTARIAL SEAL)

M.A. Jolly
NOTARY PUBLIC
MY COMMISSION EXPIRES:

My Commission Expires October 10, 1989
Bonded thru Agent's Notary Brokerage

1987 - \$5 5.00
1988 - \$5 1.00
1976 #
CHECKS \$ 200
1667A

THIS DOCUMENT PREPARED BY:
EDWARD H. LADERER, JR.
PALM STATE DEVELOPMENT

03/14/89

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Cl.
POLK COUNTY, FLA.
BY *[Signature]* D.C.

1989 MAR 14 AM 9:29

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VIKING Properties
4110 So. Florida Ave.
Lakeland, Fl. 33813
K. G. R.
p.d.

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SUPPLEMENT TO DECLARATIONS OF POLK OFF. REC. PAGE
COVENANTS, CONDITIONS, AND RESTRICTIONS
PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC.

1990 FEB 13 P11 3:45

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WHEREAS, PALM STATE DEVELOPMENT CORP., A Florida Corporation, imposed certain Covenants, Conditions, and Restrictions under an instrument dated September 26, 1988 filed September 29, 1988 recorded in Official Records Book 2680, Pages 0409-0421, Public Records of Polk County, Florida, and which said Covenants, Conditions, and Restrictions were amended under an instrument dated December 15, 1988, filed March 14, 1989, recorded in Official Records Book 2721, Page 1537, Public Records of Polk County, Florida.

NOW, THEREFORE, THE DEVELOPER hereby amends said DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS as follows: To include all land described on Exhibits "B" and "C" and more particularly described as:

Exhibit "B" - Retention Area and Drainage Easement "B" and Retention Area and Drainage Easement "D", PLANTER'S WALK PHASE TWO, according to plat thereof recorded in Plat Book 88, Page 40, Public Records of Polk County, Florida.

Exhibit "C" - Lots 8 thru 11, Block A; Lots 44-46, Block C; Lots 108 thru 134, Block E; PLANTER'S WALK PHASE TWO, according to plat thereof recorded in Plat Book 88, Page 40, Public Records of Polk County, Florida.

PHASE TWO, 5.00
SEPT 91 1.00
25 (+) 0.50
2340 ff
CHECKS 6.50
5938A

All other Covenants, Conditions, and Restrictions shall remain in full force and effect.

02/13/90

IN WITNESS WHEREOF, Palm State Development Corp., A Florida Corporation has executed this Supplement to Declaration of Covenants, Conditions, and Restrictions by its proper corporate officer and affixed its corporate seal hereto this 29th of January, 1990.

Signed in the presence of

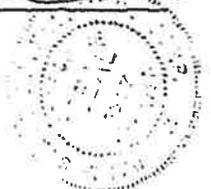
M. G. Dixon

E. H. Laderer, Jr.

PALM STATE DEVELOPMENT CORP.

BY: E. H. Laderer, Jr.
As its President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF POLK

The foregoing Amended Covenants, Conditions, and Restrictions were executed before me by Edward H. Laderer, Jr. as President of PALM STATE DEVELOPMENT CORP., A Florida Corporation, this 29th day of January, 1990 on behalf of said corporation.

M. G. Dixon
(Notary Public)

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 10, 1993
BONDED THRU AGENT'S NOTARY BROKERAGE



This instrument prepared by Viking Properties
Edward H. Laderer, Jr.
4110 South Florida Avenue
Lakeland, Florida 33813

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Ch. Cl. Ct.
POLK COUNTY, FLA.
BY: [Signature] D.C.

6.00d

SUPPLEMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PLANTER'S WALK HOMEOWNERS ASSOCIATION, INC.

WHEREAS, PALM STATE DEVELOPMENT CORP., a Florida corporation, imposed certain Covenants, Conditions and Restrictions under an instrument dated September 26, 1988, filed September 29, 1988, recorded in Official Records Book 2680, Pages 0409-0421, Public Records of Polk County, Florida, and which said Covenants, Conditions and Restrictions were amended under an instrument dated December 15, 1988, filed March 14, 1989, recorded in Official Records Book 2721, Page 1537, Public Records of Polk County, Florida, and which said Restrictions were amended under an instrument dated January 29, 1990, filed February 13, 1990, recorded in Official Record Book 2824, Page 0583, Public Records of Polk County, Florida.

NOW, THEREFORE, the Developer hereby amends said Declaration of Covenants, Conditions and Restrictions as follows:

Exhibit "B": Retention Area and Drainage Easements, Planter's Walk Phase Three, according to plat thereof recorded in Plat Book 96, Page 15, Public Records of Polk County, Florida.

Exhibit "C": Lots 12 thru 43, inclusive, Block C; Lots 135 thru 149, inclusive, Block A; Lots 150 thru 177, inclusive, Block B, Planter's Walk Phase Three, according to plat thereof recorded in Plat Book 96, Page 15, Public Records of Polk County, Florida.

All other Covenants, Conditions and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Owners herein have hereunto set their hands and seal this 27th day of MAY, 1993.

Signed, sealed and delivered
in the presence of:

[Signature]
DAWN M. KEWIS
[Signature]
DAVID J. ADAMS

PALM STATE DEVELOPMENT CORP.

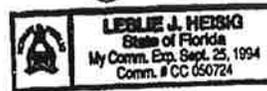
BY: [Signature]
D. K. STEPHENS, PRESIDENT
06/10/93

DEPT 115 5.00
DEPT 291 1.00
624 #
CHECKS 6.00
7648ARIM

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. K. Stephens, President of Palm State Development Corp., a Florida corporation, who is personally known to me and did not take an oath.

[Signature]
NOTARY PUBLIC LESLIE J. HEISIG



This instrument prepared by:

D. K. Stephens/President
Palm State Development Corp.
4921 Southfork Drive, Suite #1 R
Lakeland, FL 33813

FILED, RECORDED, AND
RECORD VERIFIED
E.D. "Bud" DIXON, Clk. Cir. CL
POLK COUNTY, FLA.
BY [Signature] D.C.

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