

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLES LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION**

**This document amends and replaces in their entirety those documents described as follows.**

DECLARATION made 19 February 2003, which was a revision of the Declaration dated 7 September, 1985 as recorded in Records Book 2560, Page 1714, Official Records of Polk County, Florida, and as amended.

**WITNESSETH**

WHEREAS, the name of the development shall be EAGLES LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., and

WHEREAS, the real property pertaining herein is described in ARTICLE II of this Declaration, and

WHEREAS, EAGLES LANDING is an aviation oriented adult development, and consists of seventeen (17) single family homes, eight (8) of which are adjacent to a hangar on the Winter Haven Airport, and an additional 22 villas.

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and buildings constituting said development, it is hereby declared that all the real property described in ARTICLE II herein and each part thereof and any property which, in the future, may be included under the terms of this Declaration shall be held, sold and conveyed only subject to the following easements, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and

WHEREAS, along with the Articles of Incorporation and the By-Laws of EAGLES LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION, Inc., this Declaration of Covenants, Conditions and Restrictions is hereby executed.

**ARTICLE 1**

**Definitions**

SECTION 1. "Lot" shall mean any plot of land plus any improvements contained within the legal description of the property.

SECTION 2. "Maintenance" shall be the exercise of reasonable care to keep park and park walks, roads, swimming pool, exterior walls, the sewage lift station, surface water management system and any other items in the common areas requiring repair, in a condition comparable to their original condition, normal wear and tear excepted.

SECTION 3. "Association" shall refer to Eagles Landing of Winter Haven Homeowners Association, Inc., a Florida Corporation, not for profit.

SECTION 4. "Members" shall mean every person or other entity that holds a membership in the Association.

SECTION 5. "Mortgage" shall mean a conventional mortgage, adjustable rate mortgage, and variable rate mortgage, contract for deed or similar security instrument.

SECTION 6. "Mortgagee" shall mean a holder of a mortgage on the property or any lot contained in said property.

SECTION 7. "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any property which is a part of Eagles Landing Development, and shall include contract sellers but shall not include those holding title merely as security for performance of an obligation.

SECTION 8. "Common Areas" shall constitute the roads, walks, community park, walls, swimming pool, infrastructure, and surface water management system, and as further described in ARTICLE V herein.

SECTION 9. "Board of Directors", when referred to herein, shall mean and refer to the elected Board of Directors of the Association .

SECTION 10 "Primary Structures" shall mean residential units including attached garages.

## ARTICLE II

### Property

LEGAL DESCRIPTION: The NE 1/4 of the SE 1/4 of the SW 1/4, Section 7, Township 28 South, Range 26 East, less the east 25 feet and the south 15 feet thereof for street R.O.W., and described as a Replat of Lots 1, 2, and 3, Block A, of REVISED MAP OF LAKEVIEW SUBDIVISION in Platbook 38, Page 80, Public Records, Polk County, Florida. Further described as follows: Commencing at the Southeast corner of the Southwest quarter of Section 7, Township 28 South, Range 26 East, Polk County, Florida; run thence N 00° 02' 10" W, along the east boundary of said quarter section, a distance of 685.30 feet; thence N 89° 38' 27" W, a distance of 25.00 feet to a point on the Westerly Right of Way of 21<sup>st</sup> Street Northwest, being the Point of Beginning; thence N 00° 02' 10" W, along said Right of Way, a distance of 645.00 feet; thence N 89° 38' 27" W, a distance of 639.00 feet; thence S 00° 02' 10" E, a distance of 645.00 feet; thence S 89° 38' 27" E a distance of 638.00 feet, to the Point of Beginning.

### ARTICLE III

#### Membership in Homeowners Association and Voting Rights

SECTION 1. Every owner of a lot or building unit shall be a member of the Eagles Landing of Winter Haven Homeowners Association, Inc.; membership shall be appurtenant to and not be separated from property ownership.

SECTION 2. Each owner of a property shall be entitled to vote on the affairs of the Association, with each property owner having an equal vote. Regardless of the number of owners of each property, there shall only be one vote per property.

### ARTICLE IV

#### Dues and Assessments

SECTION 1. **Lien and Personal Obligation for Dues.** It is hereby covenanted by acceptance of the deed to each property, whether or not it shall be so expressed in his deed, the owner will pay to the Association annual dues and special fees as may become necessary. Such special fees will be established and collected as hereafter provided. The special fee, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or a person who owns the property at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. **Purpose of Assessments.** Fees levied by the Association shall be used for maintenance of roads, walks, park, walls and other items as mentioned in ARTICLE I, SECTION 8 and ARTICLE V and to provide liability insurance protecting the Association and its Directors against any and all liability to the public or to any owner or to any invitee or tenants of any owner arising out of their occupation and/or use of the common areas. The policy limits shall be set by the Association's Board of Directors and shall be reviewed periodically. The assessments may be employed to provide for legal fees necessary for the management of Association affairs.

SECTION 3. **Assessments.** The Board of Directors may determine, from time to time, the necessary membership fees. These annual fee's must be fixed at a uniform rate for all properties. Ancillary fees will be adjusted to reflect differences in services rendered.

SECTION 4. **Special Assessments.** Special fees for capital expenditures, such as the acquisition of property, construction of community buildings and gates, additional lighting, attorney fees, other legal fees and such projects as the Board of Directors determines is necessary or beneficial to the enjoyment of the community will be presented to the membership for approval by majority vote of the membership.

SECTION 5. **Commencement and Collection of Dues or Fees.** The Dues or Fees provided for herein shall commence upon the closing of the purchase of the property.

SECTION 6. **Effect of Non-Payment of Due's or Fees Remedies to the Association.**

Any dues or assessments not paid within thirty (30) days after the due date shall be in default and shall bear interest from the due date at the rate of Prime rate plus 10 percent per annum as set in the Wall Street Journal at that date. In addition, there shall be a late charge of \$100.00 for any payment not paid within ten (10) days of the due date. The Association may bring an action at law against the owner personally obligated to pay the same or may file a lien against the property and, if not paid within thirty (30) days, foreclose the lien. No owner may waive or otherwise escape liability from the dues or special fee provided for herein by non-use or abandonment of his property.

**SECTION 7. Subordination of Special Assessments Lien to Mortgages.** The special fee lien provided for herein shall be subordinate to the lien of any first mortgage, purchase money mortgage or any mortgage, whether a first lien or subordinate lien, held by a commercial bank, mortgage company or commercial finance company. The sale or transfer of any property shall not affect the special assessment lien; however, the sale or transfer of any property pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the special fee lien which became due prior to such sale or transfer.

#### ARTICLE V Common Areas

The common areas are either described in a plat of the development recorded on the official records of Polk County, Florida, or are deeded to the Association. Those common areas not shown on the plat of the development or not specifically deeded to the Association (e.g., the perimeter wall along the North, Riddle Road, the East, 21<sup>st</sup> Street and South, Jessie Street) shall be considered deeded to the Association and are elements of the common area. The common areas shall be maintained by the Association for the benefit and enjoyment of all property owners

#### ARTICLE VI Use Restrictions

In the interest of safety and security for all of Eagle Landing.  
The residential development shall be occupied and used only as follows:

**SECTION 1.** Each property shall be used for residential or residential rental purposes only and shall conform to all zoning restrictions imposed by law. New owners will be screened by the seller in conjunction with the board of directors . Owners who rent their property must rent for a minimum of 6 months plus 1 day. This owner must do a background check of the renter and provide the board of directors with a copy of same. In addition he shall provide the Board of Directors the renters vehicle make, model and license plate number.

**SECTION 2** Parking of any vehicle on the street or lawn is prohibited No mobile home, .boat, truck, commercial vehicle or trailer of any kind shall be kept on property constituting the subdivision. Boats and recreational vehicles shall be parked in the owners driveway for no more than 48 hours for travel preparation or cleanup following travel.

**SECTION 3.** Each owner shall maintain fire, multi-peril and liability insurance at the :full insurable value of the owner's premises.

SECTION 4. Each property owner must sign and have a copy of this revised document. All property owners shall provide a copy of this document to a renter

## ARTICLE VII

### **Building Constuction or Revision to an Existing Stucture**

SECTION 1 Construction and elevation drawings are to be reviewed and approved prior to start of any construction by a Board of Directors review committee and must conform to all applicable government regulations and building codes.

Up to date building materials and construction methods shall be considered by the same review committee. Solar panels and small dish TV antenna can be approved if visually acceptable.

SECTION 2 No flat roofs are permitted on all primary structures. Building height is limited to two (2) stories. Modular or manufactured buildings are prohibited.

SECTION 3. Building materials for primary structures shall be selected from the following.  
(Equivalent up to date materials may be approved)

Roof:	Concrete Tile
Walls:	Stucco Natural Stone Rustic Brick Cedar Redwood
Colors:	Earthtones
Yard:	Sodded or Seeded and Landscaped
Driveways and Entrances:	Concrete or Pavers

## ARTICLE VIII

### **Enforcement**

In addition to the lien provided herein for failure to pay assessment, the Board of Directors shall be entitled to impose the following sanctions upon property owners failing to abide by the terms of this Declaration, the By-Laws and the Articles of Incorporation of Eagles Landing of Winter Haven Homeowners Association, Inc.:

SECTION 1. Due Process. Prior to imposing any sanctions against any property owner, such owner shall be provided notice at least five (5) days prior to the meeting of the Board of Directors at

which the sanctions are imposed, advising such owner of the intention of the Board to impose sanctions and the reasons thereof. The owner shall then be entitled to appear and present such facts or testimony he or she deems appropriate. No formal rules of evidence or procedure will be followed.

SECTION 2. Fines. The Association may, in the discretion of the Board of Directors, levy fines for violations, provided that before levying any fines, the property owner shall have received at least one (1) written warning from the Board. In no event shall any fine exceed one-half of one percent (0.5%) of the assessed value of the property located within the development belonging to the owner being fined, based upon the Polk County Property Appraiser's annual assessment for the previous year.

## ARTICLE IX General Provisions

SECTION 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, including an action for an injunction, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration Failure by the Association to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. All legal costs incurred by the Association in enforcing these Covenants, Conditions and Restrictions shall be the responsibility of the property owner guilty of the violation These costs include court costs, attorneys fees, filing fees, etc., and any other fees incurred in the litigation

SECTION 2. Severability. The invalidity of anyone of these covenants or restrictions by a judgment or a court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Amendments. This Declaration may be amended by duly recording an instrument executed and acknowledged by the President and Secretary of the Association and with the Seal of the Corporation affixed thereto and approved by a two-thirds (2/3) vote of the membership. Any amendments to this Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

SECTION 4. Subordination. No breach of any of the provisions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the development or any property therein, provided, however; that such conditions shall be binding on any owner whose title is acquired by foreclosure, deed in lieu of foreclosure or trustee's sale or otherwise.

SECTION 5. Duration. This Declaration shall run with and bind the land, and shall inure to the benefit and enforcement of the Association or any member thereafter a period of twenty-five (25) years from the date hereof. Thereafter it shall be automatically extended for additional periods of five (5) years unless otherwise agreed to by a two-thirds (2/3) vote of the membership.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EAGLES LANDING DEVELOPMENT

THIS DECLARATION made this 31<sup>ST</sup> day of Aug.,  
1987, by BRUCE C. BOWEN, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner and developer of real  
property described in Article II of this Declaration, and

WHEREAS, EAGLES LANDING is planned as an aviation  
oriented development consisting of sixteen (16) single family  
homes, eight (8) with an attached or adjacent hangar, located  
on a taxiway leading to the Winter Haven Airport, and thirty  
two (32) quadraplex units.

WHEREAS, for the purpose of enhancing and protecting  
the value, attractiveness and desirability of the lots  
and buildings constituting said development, Declarant hereby  
declares that all of the real property described in Article II  
and each part thereof and any property which Declarant  
may in the future choose to include under the terms of this  
Declaration shall be held, sold and conveyed only subject  
to the following easements, covenants, conditions and restric-  
tions which shall constitute covenants running with the land  
and shall be binding on all parties having any right,  
title or interest in the described property or any part  
thereof, their heirs, successors and assigns, and shall insure to  
the benefit of each owner thereof, and

WHEREAS, the Declarant desires to insure that all rules  
and regulations of the Federal Aviation Administration and  
Winter Haven Airport are complied with, the Declarant execute

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BRUCE C. BOWEN  
WILL CALL FOR  
RECORDING DEPT.

2560 1714  
RECORDING DEPT.

this Declaration of Covenants, Conditions and Restrictions of  
Fagles Landing Development.

ARTICLE I

DEFINITIONS

SECTION 1: "Declarant" shall be Bruce C. Bower, his  
successors and assigns, provided such successors or assigns  
acquire the described property from Declarant for the purpose  
of development.

SECTION 2: "Lot" shall mean any plot of land plus  
improvements contained within the legal description of the  
property which shall be sold by Declarant to any party  
other than the "Association".

SECTION 3: "Maintenance" shall be the exercise of reason-  
able care to keep the roads, walks, park and walls in a  
condition comparable to their original condition, normal wear  
and tear excepted.

SECTION 4: "Association " shall refer to Fagles Landing  
Homeowners Association, Inc., a Florida corporation not-for-  
profit.

SECTION 5: "Members" shall mean every person or other  
entity who holds a membership in the Association.

SECTION 6: "Mortgage" shall mean a conventional mortgage,  
adjustable rate mortgage, variable rate mortgage, contract  
for deed or similar security instrument.

SECTION 7: "Mortgagee" shall mean a holder of a  
mortgage on the property or any lot contained in said  
property.

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FORM 67, REV. 1-68



SECTION 8: "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any property which is a part of Eagles Landing Development, and shall include contract sellers but shall not include those holding title merely as security for performance of an obligation.

SECTION 9: "Subdivision" shall mean the real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 10: "Common areas" shall constitute the roads, walks, community park and walls.

SECTION 11: "Board of Directors", when referred to herein, shall mean and refer to the Board of Directors of Eagles Landing Homeowners Association, Inc.

SECTION 12: "Aircraft" shall mean any aircraft up to and including light twin engine airplanes.

#### ARTICLE II

##### PROPERTY

The property subject to this Declaration is legally described on the attached Exhibit "A".

#### ARTICLE III

##### MEMBERSHIP IN HOMEOWNERS ASSOCIATION AND VOTING RIGHTS

SECTION 1: Every owner of a lot or building unit shall be a member of the Eagles Landing Homeowners Association, Inc.; membership shall be appurtenant to and not be separated from ownership of a property.

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SECTION 2: Each owner of a property shall be entitled to vote on the affairs of the Association, with each property owner having an equal vote. Regardless of the number of owners of each property, there shall only be one vote per property.

ARTICLE IV

ASSESSMENTS

SECTION 1: Lien and Personal Obligation for Assessment. Declarant hereby covenants for each lot or building within the development and each owner is hereby deemed to covenant by acceptance of his deed for such property, whether or not it shall be so expressed in his deed, to pay to the Association monthly, quarterly or annual assessments and special assessments as may become necessary. Such assessments will be established and collected as hereafter provided. The assessments together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owns the property at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2: Purpose of Monthly, Quarterly or Annual Assessments; The monthly, quarterly or annual assessment levied by the Association shall be used exclusively in the development for maintenance of roads, walks, park and walls and liability insurance insuring the Association against any and all liability to the public or any owner or to any invitee or tenants of any owner arising out of their occupation and/or use of the common areas.

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The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

SECTION 3: Maximum Annual Assessment.

(a) Until January 1, 1987, the maximum annual assessment shall be \$100 per property.

(b) After January 1, 1987, the maximum assessment may be adjusted from time to time as is necessary by the Board of Directors of the Association.

SECTION 4: Special Assessments for Capital Improvements.

In addition to the monthly 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. Any such assessment must be approved by a majority of the members of the Association.

SECTION 5: Uniform rate of Assessment. Both monthly and annual assessments must be fixed at a uniform rate for all properties.

SECTION 6: Commencement and Collection of Monthly Assessments. The monthly assessments provided for herein shall commence as to all properties on the first day of the first month following the closing of the purchase of the property from Declarant by Owner.

SECTION 7: Effect of Non-payment of Assessment; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall be in default and shall bear interest from the due date at the rate of 18% per annum. In

addition, there shall be a late charge of \$5.00 for any payment not paid within ten (10) days of the date due. The Association may bring an action at law against the Owner personally obligated to pay the same or may file a lien against the property and, if not paid within thirty (30) days, foreclose the lien. No owner may waive or otherwise escape liability from the assessment provided for herein by non-use or abandonment of his property.

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POLK COUNTY, FLORIDA  
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SECTION 8: Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage, purchase money mortgage or any mortgage, whether a first lien or a subordinate lien, held by a commercial bank, savings and loan association, mortgage company or commercial finance company. The sale or transfer of any property shall not affect the assessment lien; however, the sale or transfer of any property pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payment which become due prior to such sale or transfer.

#### ARTICLE V

##### COMMON AREAS

The common areas shall either be described in a plat of the development to be recorded on the official records of Polk County, Florida, or shall be deeded to the Association. The common areas shall be maintained by the Association for the benefit of all property owners.

ARTICLE VI  
USE RESTRICITONS

The development shall be occupied and used only as follows

SECTION 1: Each property shall be used for residential or residential rental purposes only and shall conform to all zoning restrictions imposed by law.

SECTION 2: Homes constructed on Lots (1 - 8) shall include an aircraft hangar.

SECTION 3; Hangars will be built on airport property at the rear of the lot and in accordance with the standard airport lease policy. Leases will be between lot owners and the City of Winter Haven.

SECTION 4: No operable aircraft shall be stored on, nor any aircraft operations conducted on private property by anyone. This does not prohibit kit or hobby construction in a private workshop.

SECTION 5 : No aviation fuel shall be stored on any property nor shall any aircraft be refueled on any property, apron, in any hangar or on the taxiway.

SECTION 6: No runups are permitted in the hangars, aprons, or taxiways. Aircraft must taxi out of the taxiways located adjacent to lots before runup.

SECTION 7: Operable aircraft must be stored in hangars or adjacent to, but in no case beyond the taxiway wall of the hangar.

SECTION 8: Taxi of aircraft near the development shall only be within the confines of the designated taxiways. No aircraft shall be taxied other than by a properly licensed pilot.

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SECTION 9: Maximum taxi speed near the development shall not exceed five (5) miles per hour.

SECTION 10: Aircraft shall not be left unattended on the taxiways.

SECTION 11: Each hangar lot owner shall comply with the rules and regulations of the Federal Aviation Administration.

SECTION 12: Each hangar lot owner shall comply with the rules and regulations of the City of Winter Haven Airport.

SECTION 13: No motor vehicles shall be allowed upon the taxiways except in connection with access to hangars, landscaping maintenance or repair to homes, and fences.

All motor vehicles shall yield the right-of-way to aircraft on the taxiway.

SECTION 14: No noxious or offensive activities shall be carried on in or on any property.

SECTION 15: No sign of any kind shall be displayed to public view on a property without the prior consent of the Declarant or the Association.

SECTION 16: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property with the exception of domestic pets. Barking or other pet disturbances will not be tolerated and shall be subject to action by the association.

SECTION 17: No rubbish, trash, garbage, or other waste material shall be kept or permitted on any property except in sanitary containers located in appropriate areas.

SECTION 18: Each owner should maintain fire, multi-peril and liability insurance in the full insurable value of the owner's premises.

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ARTICLE VII

BUILDING CONSTRUCTION

SECTION 1: Purchase of a lot in this development shall result in the start of construction within eight (8) months of less. The developer reserves the right to purchase the property back if construction of a residence is not started within twelve (12) months. Declarant reserves the right to alter or waive this section.

SECTION 2: The Developer reserves the right to provide all construction services within the development. Construction drawings are required and must be approved by the Developer in writing before construction commences.

SECTION 3: Site plans shall include at least two (2) trees a minimum of twelve (12) feet in height and two (2) inches in diameter measured at the four (4) foot level.

SECTION 4: No flat roofs are permitted on the primary structures. Building height is limited to two stories.

SECTION 5: Building materials shall be selected from the following: A. Roof - Clay tile - "Lifetile" or equal.

B. Walls - Stucco; natural stone; rustic brick; cedar or redwood.

C. Colors - Earth tones.

D. Yard - Must be sodded or seeded & landscaped.

Any deviation from the above materials may be permitted only with Developer's approval.

ARTICLE VIII

ENFORCEMENT

In addition to the lien provided herein for failure to pay maintenance assessments, the Board of Directors of the Association shall be entitled to impose the following sanctions

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upon property owners failing to abide by the terms of these restrictions, or the Articles of Incorporation of Eagles Landing Homeowners Association, Inc.

SECTION 1: Due Process. Prior to bringing any sanctions against any property owner, the property owner shall be provided notice at least five (5) days prior to the meeting of the Board of Directors at which the sanctions are imposed, advising the property owner of the intention of the Board of Directors to impose sanctions and the reasons for same. The property owner shall then be entitled to appear and present such facts or testimony he deems appropriate. No formal rules of evidence or procedure will be followed.

SECTION 2: Fines. The Association may, in the discretion of the Board of Directors, levy fines for violations, provided that before levying any fine the property owner shall have received at least one (1) written warning from the Board of Directors of the Association, the FAA or the City of Winter Haven Airport. In no event shall any fine exceed one-half of one percent (.5%) of the assessed value of the property located within the development belonging to the owner being fined based upon the Polk County Property Appraiser's annual assessment for the previous year.

#### ARTICLE IX

##### GENERAL PROVISIONS

SECTION 1: Enforcement. Declarant or Association shall have the right to enforce, by any proceeding at law or in equity, including an action for an injunction, all restrictions, conditions, covenants, easements, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or the Association 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. The invalidity of any one of these covenants or restrictions by a judgment or a court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3: Amendments. The covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant at any time prior to the sale of all of the properties in the development by Declarant. After the sale by Declarant of all properties located in the development, amendments may be made by not less than sixty (60%) percent of the members of the Association.

SECTION 4" Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any property therein, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, deed in lieu of foreclosure or trustee's sale or otherwise.

SECTION 5: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit and enforcement of the Association or any member thereof for a period of 25 years from the date

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EXHIBIT "A"

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Property Description

The NE 1/4 of the SE 1/4 of the SW 1/4, Section 7, Township 28 South, Range 26 East, less the East 25 feet and the South 15 feet thereof for street R.O.W., which is now described as: Lots 1 thru 3, Block A, Lakeview Subdivision, as per map or plat thereof as recorded in Plat Book 3, page 80.

FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, Clt. Clr. Cl.  
POLK COUNTY, FLA.  
D.E.

hereof. Thereafter they shall be automatically extended for additional periods of five (5) years unless otherwise agreed to in writing by sixty(60%) percent of the membership of the Association.

IN WITNESS WHEREOF, the Declarant fixes his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

2 SEPT. 87  
DATE

B. C. Bower (SEAL)  
BRUCE C. BOWER, Developer

2 SEPT 87  
Date

E. S. Williston  
PROPERTY OWNER

Sworn to and subscribed before me this 2nd day of September,  
A.D., 1987, BRUCE C. BOWER AND EVERETTE B. WILLISTON

Joseph L. White  
Notary Public  
State of Florida

My commission expires Notary Public, State of Florida at Large  
My Commission Expires May 28, 1989

THIS INSTRUMENT WAS PREPARED BY  
BRUCE C. BOWER  
WINTER HAVEN, FLORIDA

09/02/87

DEPT 115 53.00  
DEPT 01 7.00  
1.00  
CHECKS 60.00  
453eA

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