

THIS INSTRUMENT PREPARED BY:
JOE L. SAUNDERS
5100 U.S. Hwy. 98 N., Ste. 15
Lakeland, FL 33809

Lake Walker Shores

DECLARATIONS OF RESTRICTIONS

Joe L. Saunders and Kenneth F. Wilhelm, being the owner of the real property described on Schedule "A" attached hereto, makes the following Declarations of Restrictions covering said property, specifying that this Declaration shall constitute a covenant running with the land, and that this Declaration shall be binding upon the undersigned. These restrictions shall be for the benefit and limitation upon all present and future owners of said real property. Enforcement can be by developer or landowner.

I. MOBILE HOMES. Mobile homes are permitted with the following requirements

- a. LAKEFRONT LOTS 1-11:
The mobile homes must be new double wide when placed on the premises.
- b. ALL OTHER LOTS: New single wide or double wide mobile homes are permitted, except lots 28 & 31-41 on which homes of up to 5 years of age will be permitted.
- c. Any variation to item A & B must be in writing and pertaining to a certain mobile home, and addressed to the Purchaser/Lessee, and signed by Joe L. Saunders or his successors or assigns.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each lot as described hereinabove: the breach of which prior to March 1, 1991 shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one lot hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages resulting from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants or Conditions for any length of time shall not be liable or responsible in any way for its failure to enforce any part of the Restrictive Covenants or conditions so enumerated. Further, invalidation of any one or any part of one of these Restrictive Covenants and Conditions by Judgement or Order of Court will in no way affect any of the other Restrictive Covenants or Conditions herein set out, and such other Restrictive Covenants or Conditions shall remain in full force and effect.

1. Each Lot shall be used expressly and exclusively for one single-family private residence.

2. No business activity shall be conducted or carried on in connection with the residential unit of any one Lot other than the renting of the dwelling unit contained thereon. Further, no signs or any character may be exhibited or displayed upon any Lot except for the purpose of advertising the property for sale or rent; or signs used by a builder, subcontractor or financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully identifying the owner of the residence.

3. No Lot may contain more than one (1) single-family dwelling. Each Lot may contain either a conventionally constructed single-family dwelling, mobile home or modular home. Each single-family dwelling may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 1000 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches.

4. Each mobile home or modular home shall be skirted on all sides within thirty (30) days after being set on a Lot. Each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Lot at the time of installation of said home.

5. No building or structure of any sort other than a mobile home or modular home may be moved onto any Lot. New commercially constructed sheds or outbuildings are permissible. Any single-family dwelling or outbuilding constructed on any Lot other than a mobile home shall be of new materials and conform to the county codes. No tent, garage, outbuilding, shed or camper-van shall be used as a temporary or permanent residence.

6. No part or portion of any single-family dwelling house, garage or outbuilding on any Lot shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or imposable by applicable zoning ordinances affecting said property by the County of Polk, Florida, under a RC zoning classification presently requires a minimum setback of 15 feet for all other side yards, and a minimum setback of 40 feet for rear yards.

7. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly so as to prevent litter and odor offensive to other residents. No garbage or trash of any kind shall be buried or burned on the property site. Property owners will be charged for garbage pickup as mandated by Polk County. This charge will be prorated at time of permitting or billed with property taxes.

8. All motor vehicles located on each lot shall carry a current year's license tag registration. Only one semi-tractor may be parked on any parcel or tract at any one time and no repair of same at any one time. Semi-trailers may not be parked on any parcel or tract at any time. No junk cars, race cars, junk trucks, scrap metal, heavy equipment, salvage or storage of any kind may be on any parcel or tract at any time.

9. No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any Lot except as hereafter noted. Dogs, cats and other household pets may be kept on a Lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure are used in the keeping of them. In addition, all animals must be properly housed, fenced and contained so as not to be a nuisance to adjacent Lot owners or the neighborhood in general. No agricultural activities on a lot shall be permitted which results in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

10. No lot without a residence constructed thereon shall be used for parking purposes. The integrity of the drainage design of the Subdivision must be maintained and no lot owner shall impair or divert drainage structures and/or easements within the Subdivision. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof keeping the same free of debris and trash, unsightly weeds and litter.

11. No building or improvements which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than three months from the time of such destruction. If not reconstructed or repaired within three months, the owner shall raze and remove the building or improvement from the lot promptly thereafter. The building of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

12. No noxious activity, trade or business of any sort shall be carried on upon any Lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Lot that will in any way injure the value of any adjoining Lot, the surrounding property, or the Subdivision as a whole.

13. The present Owner and/or its assigns reserves the right to dedicate public utility and/or its drainage easements along the perimeter of any one Lot. Additionally, the present Owner may modify these Restrictive Covenants and Conditions as to any or all of said Lots within one (1) year from the date hereof; provided, however, that said Lots affected by said Modification

shall be those at that time still owned by the present Owner.

14. Prior to the initiation of any activities (filling, excavating, clearing, etc.) any lot owner (or those residing on the lots) must receive permits or other written approval from the agencies having jurisdiction including the Southwest Florida Water Management District.

15. Timber and Minerals. No timber, dirt, minerals or their by-products shall be removed from the property until the purchase price of the lot is paid in full. Minor homesite clearing acceptable without developers approval. Any other clearing subject to developers approval.

16. Each lot owner is a mandatory member of the Lake Walker Shores Property Owners Association, Inc., a Florida Corporation not for profit, and will maintain membership in the Association as long as the lot is owned. Each lot owner further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Association, By-Laws, Rules and Regulations of the Association as may be amended from time to time.

A. The Property Owners' Association shall be empowered:
See Article III A Section 1 (A-I) page 1 & 2 of Lake Walker Shores Property Owners Association.

B. Definitions

1. Initial membership fee-one time \$25.00 charge to purchaser of lot.
2. Dues-\$2.00 a month or \$24.00 per year annual dues for maintenance, improvements and operation of the common area.
3. Special Assessments-charges over and above the membership fee and dues as voted by the Association.

C. Assessment-dues-Membership

1. Each lot and/or property owner shall be liable and obligated to pay the Property Owners' Association and initial membership fee and monthly dues covering the cost of maintenance, improvements and operation of the various common areas under control of the Property Owners' Association hereinabove referenced which are for the private use and benefit of the property and lot owners. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of lot's location, dimension or size. However, the developer shall not be obligated for any fees or assessments unless he places a residence on the lot or lots.

2. Each lot owner as a member of the Association at all Association meetings, if in good standing, shall be entitled to one voter for each lot owned.

3. There shall be a \$25.00 initial membership fee per lot payable upon acquisition from the present Owner. Commencing with the first payment there will be a \$2.00 per month added to the monthly payment as Property Owners Association dues. This money will be collected by Lake Walker Shores but will be maintained in a separate account the sole use of the Property Owners Association. Any property or lot owner (except the developer as covered in Paragraph 1C, page 3) whose property has been paid in full (not mortgaged to Lake Walker Shores) shall pay the annual dues (monthly dues x 12) on or before February 1st of the year in which they are due. If paid in full at closing, the total membership fee and the annual dues prorated for that year shall be collected at that time. Any person purchasing or assuming a lease/option agreement from an existing owner shall be obligated for any unpaid dues or assessments that have accrued to said lot or acreage. The amount of the annual dues will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special Assessments for these purposes may from time to time be made by the Association.

4. During the month of January in each year, commencing in 1996, the Board of Directors of the Association shall meet for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation dues; and conduction old and new Association business for the ensuing year. Said call shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owners shown on the Polk County Tax rolls. The annual election of the Board of Directors, each year's annual dues and business of the Association, shall be determined at said meeting by the affirmative written vote of a majority or those Association members present, in person or by proxy at said meeting.

5. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owners' lot within the Subdivision for non-payment of such dues, charges and /or costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected

assessments, charges and /or other costs on the part of the Association that have accrued to the date that it has taken title to said lot; however, said lien shall not be discharged as to a subsequent third [arty purchaser of said lot until it shall have been paid in full in accordance herewith.

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6. A member not in good standing with Association shall include a member that has failed to pay any assessments, charges and /or costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association affairs of to hold office within the Association.

7. The Association through its membership shall have the absolute right to modify all of the Restrictions contained herein by amendment, deletion and /or addition thereto upon the written direction of 60% or more of the membership and the developers written approval, in the Association; however, no amendment, deletion and/or addition thereto may be made that would affect the surface water management system of the Subdivision, including the water management system of the Subdivision, including the water management portions of the common areas unless prior approval thereof obtained from the Southwest Florida Water Management District.

8. THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS will be in affect for a period of 25 years with automatic renewed periods thereafter.

AS PURCHASER OF LOT _____ IN LAKE WALKER SHORES, I HEREBY AGREE TO ABIDE BY THESE RESTRICTIONS. I HAVE PERSONALLY INSPECTED THE PROPERTY I AM PURCHASING AND UNDERSTAND THAT I MUST INSTALL MY OWN WELL, SEPTIC SYSTEM, AND CULVERT AT OWN EXPENSE.

SIGN: _____

SIGN: _____