

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ARIETTA PALMS

A FLORIDA CORPORATION, hereinafter called Declarants, are the owners in fee simple of a certain tract of real property located in AUBURNDALE, Polk County, Florida, known by official plat designation as ARIETTA PALMS, pursuant to map or plat thereof recorded in Plat Book 91, Page 28, Public records of Polk County, Florida, and being more particularly described as:

SEE ATTACHED SCHEDULE "A" FOR LEGAL

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed, only subject to the following covenants, 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 above described property or any part thereof, their heirs, personal representative, subsequent Grantees, and successors in interest, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to ARIETTA PALMS PROPERTY OWNERS' ASSOCIATION, INC., a not for profit Florida Corporation, its successor and assigns.

Section 2. "Common Areas" shall mean all real property owned by ARIETTA PALMS PROPERTY OWNERS' ASSOCIATION, INC., or easement rights granted the Association to be used and enjoyed equally by all lot owners.

Section 3. "Declarants" shall mean LARRY McCARTY, or his successor or successors in interest.

Section 4. "Lot" shall mean the numbered plots of land shown on the subdivision plat of ARIETTA PALMS, referred to above with the exception of those portions of said plat which have been conveyed to the Association for common area use.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep the subdivision roadways, entrance, drainage areas, easements, sign, together with landscaping and irrigation in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Mortgagee" shall mean the holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Mortgage" shall mean the conventional mortgage or deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

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ARTICLE II - MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The Association shall have two classes of voting members as follows:

CLASS A: Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B: Class B member shall be Declarants, who shall be entitled to exercise four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the first of the following to occur: (i) the total votes outstanding in the Class A membership becomes equal to the votes outstanding in the Class B membership; (ii) on or before the 1st day of February 1, 1994; or (iii) when Declarants voluntarily agree to convert their Class B membership to Class A membership.

ARTICLE III - ASSESSMENTS

Section 1. "Lien and personal obligations of assessments." Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will 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 a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment became 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 Annual Assessments". The annual assessment levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, preservation, repair, replacements and maintenance of the Common Areas in the subdivision. The Association, shall acquire and pay for out of the funds derived from the annual assessments the following:

A. Maintenance, repair, preservation and replacement of the Common Areas; including, but not limited to, the roadways, entrance and subdivision sign and drainage areas, and easements and landscaping located within the subdivision;

B. Acquisition of all equipment, and landscaping materials and hiring of personnel necessary to manage and properly take care of the day to day operation and upkeep of the Common Areas;

C. Insurance covering the full insurance replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage;

D. Liability insurance insuring the Association against any and all liability to the public, to any owner or to the invitees 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 and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

E. Workman's Compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes and any other insurance deemed necessary by the Board of Directors of the Association;

F. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors;

G. Any other materials, supplies, labor services, (including the hiring of accountants, attorneys, engineers or other professionals), insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association to carry out its assigned functions, for the benefit or welfare of lot owners, or the enforcement of these restrictions.

Section 3. "Maximum Annual Assessment".

Annual Assessments for the Association shall be levied as follows:

A. Until JANUARY 1, of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be ONE HUNDRED and no/100 Dollars (\$100.00).

B. From and after the FIRST day of JANUARY of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be fixed by the Board of Directors of the Association.

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 located in or on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. "Notice and quorum for action authorized under Section 4."

Written notice of any meeting called for the purpose of taking any action authorized by Section 4 shall be sent to all members not less than thirty (30), nor no more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who are not present in person or by proxy may give their assent in writing within seven (7) days after the date of such meeting.

Section 6. "Uniform rate of Assessment"

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. "Commencement and collection of Annual Assessments."

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an Owner. 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 the due date thereof and shall fix the date such

amounts become due. Assessments may be made payable monthly. Notice of the annual assessment shall be debt to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, any may, at its discretion, from time to time, cause to be recorded in the Public Records of Polk County, Florida, a list of delinquent assessments.

Section 8. "Effect of nonpayment of assessments, remedies of the Association"

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of EIGHTEEN (18.0%) percent per annum. The Association may bring an action at law to collect delinquent assessments against the owner personally obligated to pay the same, or may foreclose the lien against the owner's property; and the Association shall be entitled to collect all costs and reasonable attorney's fees incurred in connection with said actions on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. "Subordination of Assessment lien to Mortgages."

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV - PROPERTY RIGHTS

Section 1. "Owner's Use and Enjoyment."

Every owner of a lot in a subdivision and his subsequent Grantees or successors in interest shall have the right and easement of enjoyment in and to all common areas owned by the Association, subject to the rights of the Association to construct, repair, rebuild, maintain and otherwise control said common areas.

Section 2. "Easement."

(a) There shall exist Easements for installation and maintenance of utilities and drainage facilities and are reserved as shown of the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No changes shall be made to any portion of the stormwater management system (e.g., swale, retention area, control structure, pipes, etc.) which may change or adversely impact on the stormwater management/drainage design for the subdivision. The easement area of each lot and all improvements to it shall be maintained continuously by the owner of the lot, except for those improvements for which the Association or public authority or public or private utility company is responsible for the maintenance thereof.

(b) No dwelling unit or other structure of any kind shall be built, or erected, or maintained on any such easement, reservation or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to the Association, to the employees and contractors, approved and designated by the Association, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be

necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved or dedicated.

(c) Any easements given to the Association for Common Area use shall be used and enjoyed equally by all lot owners of the Subdivision. Within any such easements, no structure, planting or other material of any lot owner may be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the structures, plantings or other materials placed thereon by the Association. All such easements shall be continuously maintained by the Association unless the responsibility for same has been properly shifted to some public authority or public or private utility company.

Section 3. "Right of Entry."

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any date to perform such maintenance as may be authorized herein.

Section 4. "No Partition."

There shall be no judicial partition of the Common Areas, nor shall any of the lot owners of the Subdivision seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

Section 5. "Right of Dedication."

The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association membership. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each Class of membership agreeing to such dedication or transfer has been duly recorded.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. "Creation of Architectural Committee"

As long as Declarant retains his Class B voting membership in the Association, Declarant or his designated representative shall exercise and carry out the functions of the architectural committee as hereinafter defined. At such time as Declarant's Class B voting stock is converted to Class A voting stock in the Association the Board of Directors of the Association shall appoint a committee to be known as the Architectural Committee to exercise and carry out the functions of said committee as hereinafter defined. The Architectural Committee shall consist of three (3) or more members of the Association who shall serve at the pleasure of the Board.

Section 2. "Construction, Reconstruction, Repairs or Alterations."

The owner of any lot in the subdivision prior to: (i) commencing construction of a new residence; or (ii) making any alterations, additions or improvements to an existing residence; or (iii) repairing, reconstructing, rebuilding or improving any residence which has been totally or partially destroyed or damaged by fire, or other casualty, shall first submit a copy of the complete plans and specifications for any such construction activity to the architectural committee for its approval. The architectural committee shall grant approval only if the design proposed by the owner shall; (i) be harmonious in external design with other finished residences in the subdivision; (ii) benefit and enhance the entire subdivision in a manner generally consistent with the plan of development of the entire subdivision; and (iii) meets all of the requirements imposed by the Covenants, Conditions, and Restrictions of this Declaration.

Section 3. "Approval of Committee; How Evidenced."

Whenever in this Article approval of the architectural committee is required, such approval shall be given in writing. In the event the architectural committee fails to approve or disapprove proposed construction within thirty (30) days after receipt of a request to do so, approval shall be deemed to have been given, and compliance with the terms of this Article conclusively presumed.

ARTICLE VI - USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used expressly and exclusively for one (1) single-family private residential purposes and for no other purpose. No lot may be further subdivided for any purpose.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided in section eleven (11), below.

Section 3. No sign of any kind shall be displayed to public view on a lot or the Common Areas without the prior written consent of the Association, except customary name and address signs, and lawn signs of not more than 2.5 feet by 2.0 feet in size advertising a property for sale or rent, or signs used by a builder to advertise the property during the construction period.

Section 4. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto or to an adjacent lot in the subdivision, without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in a cancellation of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 5. Excessive noise created by things such as the practice or playing of musical instruments, stereos, tape players or other audio or sound equipment shall be strictly prohibited. The Association shall be the sole decision maker as to when any such activity is excessive and should be prohibited.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred commercially or kept on any lot or on the Common Areas. However, notwithstanding the foregoing, dogs, cats, and other common domestic household pets, may be kept, subject to the following restrictions:

A. No such pets shall exceed the total weight of 100 pounds; and

B. No such pets shall be allowed to roam unrestricted and unattended in the subdivision; when such pets are allowed outside a residence, they must either be on a leash properly attended by a responsible person or be enclosed within the rear yard fenced in area of a lot. The Polk County Leash Law shall apply.

Section 7. No rubbish, trash or other waste material shall be kept or permitted on any lot or on the Common Areas except in sanitary containers which must be located at the rear of the residence out of view from the street. On garbage collection days, a lot owner shall be allowed to bring the containers out to the street, provided, however, same shall not be allowed to remain there beyond a reasonable time after collection of the garbage has taken place. Public or Private refuse service must

be utilized by each lot owner. No garbage or rubbish is to be buried or burned on any lot, Common Area, or right-of-way.

Section 8. Other than fences or walls constructed and maintained by the Association on Common Areas, no fence, hedge, wall or other dividing structure shall be constructed or maintained on any lot, save and except, chain link fencing or privacy walls of wood construction, either of which must be constructed on the rear portion of a lot (i.e. behind or to the rear of the primary residence) and neither of which shall exceed the total heights of six (6.0) feet above ground level, subject, however, the limitation shall be three (3.0) feet as to all other decorative open viewing fencing. No rear yard fencing shall exceed or extend in excess of the rear wall of the home. No fencing permitted in front yards.

Section 9. The owners of any lot shall not cause any existing natural creeks, drainage patterns, structures or easements to be blocked so as to impair water flow in any way whatsoever. Each lot owner shall maintain and not impair the design integrity of any man-made drainage areas on or adjacent to said lot.

Section 10. 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 to the neighborhood; nor shall any use be made of any lot that will in any way injure the value of any adjoining lot, or the surrounding property.

Section 11. Declarants or the transferees of Declarant shall undertake the work of developing all lots included within the Subdivision. The completion of the work and the sale or other disposition of the lots are essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarants, Declarant's transferees, or the employees contractors, or subcontractors of Declarant or Declarant's transferees from doing any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

B. Prevent Declarants, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or of part or parts of the Subdivision property owned by controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of lots by sale or otherwise;

C. Prevent Declarants, Declarant's transferees, or the employees contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of lots by sale or otherwise; or

D. Prevent Declarants, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or other disposition of Subdivision lots.

E. Use of Sample Homes: The said Declarant during such time as it shall continue to be the owner of any lot shown upon any such plot plan may use said lot for the purpose of placing or building thereon sample homes, for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample homes and such use of these homes or for sample or display of use of any signs for the sale of such homes shall not be construed as a violation of the residential provision of these restrictions.

As used in this Section 11, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 12. Each owner of a lot in the Subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees or other underbrush. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements within the time allotted, the Association, its agents, employees, or designated representatives, shall have the right of entry onto said lot without fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said clean up operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 13. Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear by the elements.

Section 14. If a portion of a residence is destroyed by fire, or other casualty, it shall be the duty of the owner thereof, to repair same in such a manner as to substantially restore the residence to its appearance and condition immediately prior to the casualty. If the proposed repair substantially changes the appearance or design of the residence from that which existed prior to the casualty, the plans and specifications for said repair must be submitted to the Architectural Committee for its review and approval. Such repair shall be commenced within sixty (60) days after the date of occurrence of the casualty.

If a residence is totally destroyed by fire or other casualty, it shall be the duty of the owner thereof, within a reasonable time (not to exceed ninety (90) days) to make a decision of either rebuild or not to rebuild said residence. If the owner decides to rebuild same, he must first submit his plans and specifications for the residence to the Architectural Committee for its approval in the same manner as a lot owner who desires to commence construction of an initial residence on a subdivision lot. If the owner decides not to rebuild the residence, the owner shall immediately clear and otherwise clean up the lot of all remaining debris, trash and remnants of the casualty.

Section 15. In connection with the construction of residences on any lot in the subdivision, the following restrictions shall be adhered to:

A. Residences may be constructed of wood, brick, or concrete block (or a combination thereof) provided, however, all concrete block must be finished on the outside wall with either stucco or brick.



B. All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot. There shall be no storage or building supplies on any lot except in connection with the immediate construction of a single-family dwelling upon said lot. No prefabricated or modular single-family dwelling shall be erected, placed, or permitted on any lot at any time. If construction of a residence on any lot is not commenced within sixty (60) days after such lot is purchased from the Developer, the owner of such lot shall be required to keep the lot free from litter, refuse, trash and debris and keep the lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis.

C. The Minimum square foot requirements for living area, exclusive of garages, patios, porches, decks, porticos, breezeways and the like is 1500 square feet.

Minimum set back lines for the front lines are: 25 Foot  
Minimum set back lines for the rear/back lines are: 25 Foot  
Minimum set back lines for the side lines are: 7.5 Foot

D. No Residence shall exceed three stories in height.

E. The Following Restrictions shall apply to the Construction of the Garage and other attachments:

Maximum height of Garage Door: 8 foot

Fully enclosed Garage, (minimum of double car garage), must be utilized and built on all Lots.

Detached buildings of any nature, must be of the same materials as the dwelling and built to harmonize with the external design of the dwelling.

No aluminum structures, other than swimming pool enclosures and screened area enclosures

Driveways: All driveways must be constructed of re-enforced concrete, brick, river rock, or asphalt and shall extend from the platted street, in front of the residence to the front of the enclosed garage. No gravel, dirt, grass or ribbons will be permitted for driveways.

F. Finished roofing materials used on any residence shall have a "guaranteed" life of at least twenty (20) years.

G. All residential yards shall be neatly landscaped and/or sodded with grass, and an underground irrigation system must be installed to provide adequate water for proper maintenance and care of said landscaped areas.

H. Construction of all residences shall be completed within one (1) year after construction commences.

Section 16. No sheds, tents, trailers, or other out-building whether such structure be temporary or permanent, of any kind, character or description shall be constructed or suffered to remain on any subdivision lot without the prior written consent of the Association.

Section 17. No automobiles, vans, trucks, recreational vehicles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicle or equipment shall be allowed to park on any of the platted streets in the Subdivision or in any residential driveways (except on a temporary basis). All said vehicles must be parked inside of the enclosed garage area of the residence, or may be parked on the rear of any lot behind the residence provided same cannot be viewed or seen from the street located in front of the residence

and provided further, that same must have a current year's license tag.

Section 18. During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of the owner's agents, employees, or designated representatives shall block any of the Subdivision streets or otherwise interfere with any other lot owner's access to or use of his or her particular lot or the Common Areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular item to be used in or incorporated in the particular improvement being constructed.

Section 19. All T. V., radio and other outside antenna systems shall be securely fixed on the rear side of the residence only and shall not exceed a total height of twenty-five (25.0) feet. All such antenna must be maintained in a state of good repair and shall not be allowed to remain in a bent or broken condition. No Satellite or Microwave receiving dishes are permitted.

Section 20. Upon completion of the subdivision, the cost of maintaining and repairing the entrance, sign area, stormwater management areas, and mitigation preservation areas shall be the sole responsibility of the Association.

Section 21. Exterior Appearance: All Clotheslines, garbage or trash containers, oil tanks, bottled gas tanks, soft water tanks, and similar structures or installations shall not be visible from the street. All air conditioner compressors shall be screened by shrubbery so as to be wholly or substantially non-visible from the street.

Section 22. Landscaping and Irrigation: entire yard is to be solid sodded within one (1) month after completion of construction. All front and side yards shall have an underground irrigation system upon completion of the home. Each front and back yard must have at least one tree planted upon completion of the home:(a total of two (2) trees per lot). Trees shall be not less than three (3) inches in circumference at chest height and no less than six (6) feet tall when planted. Any alterations to the above are to be approved by Developers and subsequently the Association. In addition, each building site shall be attractively landscaped. A written itemized plan for landscaping shall be submitted and approved, in writing by the Developers.

All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure.

#### ARTICLE VII - GENERAL PROVISIONS

##### Section 1. "Enforcement."

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

##### Section 2. "Severability."

Invalidation of any one or more of those covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. "Amendments."

These restrictions may be amended at any time solely by Declarant up until such time as Declarant's Class B membership in the Association is converted to Class A membership. Thereafter, these restrictions may be amended by duly recording an instrument executed and acknowledged by not less than seventy-five (75.0%) percent of the membership of the Association.

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Section 4. "Subordination."

No breach of any of the conditions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any lot therein; provided, however, that such condition shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. "Duration."

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the owners of at least three-quarters (3/4) of the Subdivision lots.

IN WITNESS WHEREOF, the undersigned has hereto set his hand and seal this 19th day of June, 1991.

Signed, sealed and delivered in the presence of:

Virginia A. Merritt  
Witness

[Signature]  
Witness

LARRY MCCARTY

49.00  
DEF 1991 6.50  
5751 0  
CHECKS 55.50  
0730A

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME personally appeared LARRY MCCARTY, to me well known to me to be described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes and uses herein described.

WITNESS my hand and official seal this 19th day of June, 1991.

[Signature]  
Notary Public

My Commission Expires:

Notary Public  
State of Florida at Large  
My Commission Expires:  
March 20, 1994

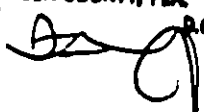
PREPARED BY:  
CHERI JOHNSON WRIGHT, P.A.  
Cheri Johnson Wright, Attorney  
290 First Street South  
Winter Haven, Florida 33880

## LEGAL DESCRIPTION

Being a portion of the Northeast 1/4 of Section 34, Township 27 South, Range 25 East, lying North of Dickey Road and East of Lake Arietta, Polk County, Florida, More particularly described as follows:

Beginning at the Southwest corner of that certain subdivision entitled ARIETTA HILLS Recorded in Plat Book 88, Page 21, Public Records of Polk County, Florida and run S-00° 00'42"-W, 713.86 Feet; Thence S-89° 49'45"-W, 459.79 Feet; Thence N-00° 10'34"-W, 266.71 Feet; Thence N-89 52'18"-W, 190.15 Feet; Thence N-39° 53'38"-W, 107.84 Feet; Thence N-00° 00'42"-E, 814.74 Feet; Thence N-89° 48'57"-E, 791.85 Feet to a point on the West boundary of said ARIETTA HILLS, said point bears S-00° 00'42"-W and lies 209.88 Feet distant from the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 34 also being the Northwest corner of said ARIETTA HILLS; Thence S-00° 00'42"-W along the West boundary of said ARIETTA HILLS; 451.69 Feet to the point of beginning. Containing 17.60 acres.

FILED, RECORDED, AND  
RECORD VERIFIED  
C.D. "DIXON, CH. CL.  
POLK COUNTY, FLA.

BY  P.C.