

This Instrument Prepared By:
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Sun State Homes

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

ISLAND WALK AND ISLAND WALK EAST HOMEOWNERS ASSOCIATION, INC

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY SUN STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, JOHN R. BUDD AND PHYLLIS BUDD, HIS WIFE, AND MARC L. BONEY, (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 ISLAND WALK AND ISLAND WALK EAST 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 HEREBEFORE 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.

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 SUN STATE DEVELOPMENT CORP., JOHN R. BUDD AND PHYLLIS BUDD, HIS WIFE, AND MARC L. BONEY, THEIR 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 DEVELOPEMNT 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 ISLAND WALK AND ISLAND WALK EAST, 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

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

THE DECLARANT, FOR EACH LOT OWNED WITHIN THE PROPERTIES, HEREBY COVENANTS AND EACH

26814 0824
POLK OFF. REC. PAGE

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 ANY 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.

2684 0825
POLK OFF. REC. PAGE

(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,

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. AS TO THOSE LOTS IDENTIFIED AS LOTS 49-64, INCLUSIVE, BLOCK "A"; LOTS 94-107, INCLUSIVE, BLOCK "B"; AND LOTS 133-146, INCLUSIVE, BLOCK "C", ISLAND WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, NO STRUCTURE SHALL BE ERRECTED, 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.

AS TO THOSE LOTS IDENTIFIED AS LOTS 1-16, INCLUSIVE, BLOCK "A"; LOTS 26 AND 27, BLOCK "B"; AND LOTS 38-48, INCLUSIVE, BLOCK "C", ISLAND WALK EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 49, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, NO STRUCTURE SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY OF THE SAID LOTS, OTHER

2684 0827
POLK OFF. REC. PAGE

THAN ONE SINGLE FAMILY DWELLING UNIT NOT TO EXCEED THIRTY-FIVE (35) FEET IN HEIGHT. NO SINGLE STORY DWELLING HOUSE SHALL CONTAIN LESS THAN 1600 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 1600 SQUARE FEET. ALL DWELLING HOUSES SHALL HAVE A MINIMUM OF TWO-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

2684 0828
POLK OFF. REC. PAGE

AS DESCRIBED ON THE PLAT OF ISLAND WALK AS RECORDED IN PLAT BOOK 87, PAGE 1, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA ISLAND WALK EAST EAST AS RECORDED IN PLAT BOOK 86, PAGE 49, 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.

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.

2684 0829
POLK OFF. REC. PAGE

(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.

(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. THE COUNTY OF POLK 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 CITY OF LAKELAND, OR ITS SUCCESSORS OR ASSIGNS.

2684 0830
POLK OFF. REC. PAGE

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. CITY OF LAKELAND 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 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.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 19TH DAY OF OCTOBER, 1988.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

M. G. Sold
Gerrie Glover

M. G. Sold
Gerrie Glover

M. G. Sold

SUN STATE DEVELOPMENT CORP.
BY: [Signature]
DONALD K. STEPHENS, PRESIDENT
(CORPORATE SEAL)

John R. Budd
JOHN R. BUDD
Phyllis A. Budd
PHYLLIS BUDD

Marc L. Boney
MARC L. BONEY

STATE OF FLORIDA
COUNTY OF POLK

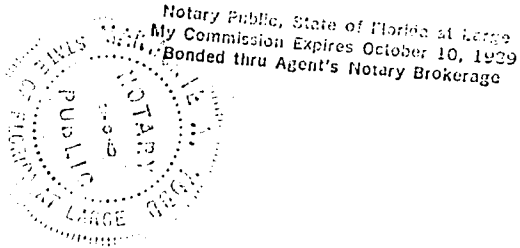
BEFORE ME PERSONALLY APPEARED DONALD K. STEPHENS, PRESIDENT OF SUN STATE DEVELOPMENT CORP., A FLORIDA CORPORATION, JOHN R. BUDD AND PHYLLIS BUDD, HIS WIFE, AND MARC L. BONEY, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND

2684 0831
FOLK OFF. REC. PAGE

WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE
EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, THIS 19TH DAY OF OCTOBER, 1988.

(MY COMMISSION EXPIRES)

M. A. Zell
NOTARY PUBLIC



2684 0832
FOLK OFF. REC. PAGE

PAGE -11-

EXHIBIT "A"

LOTS 49-64, INCLUSIVE, BLOCK "A"; LOTS 94-107, INCLUSIVE, BLOCK "B"; LOTS 133-146, INCLUSIVE, BLOCK "C", ISLAND WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

LOTS 1-16, INCLUSIVE, BLOCK "A"; LOTS 26 AND 27, BLOCK "B"; AND LOTS 38-48, INCLUSIVE, BLOCK "C", ISLAND WALK EAST EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 49, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

2684 0833
POLK OFF. REC. PAGE

PAGE -12-

EXHIBIT "B"

DRAINAGE EASEMENTS "A" AND "B", AND 15' DRAINAGE AND UTILITY WALL EASEMENTS, ISLAND WALK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

DRAINAGE EASEMENTS "C", "D", AND "E", MEDIAN EASEMENT AND 15' DRAINAGE AND UTILITY WALL EASEMENTS, ISLAND WALK EAST EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 49, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

2684 0834
POLK OFF. REC. PAGE

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11/07/88

EXHIBIT "C"

THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 24 EAST, THE SAME BEING EQUIVALENT TO LOT 44 IN SAID SECTION, ACCORDING TO MAP OR PLAT OF W. F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

THE SW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE SW CORNER OF SAID SW 1/4 OF SE 1/4 OF SW 1/4 RUN EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 158.0 FEET, RUN THENCE NORTH 0 DEGREES 27'08" EAST A DISTANCE OF 162.0 FEET, RUN THENCE NORTH 85 DEGREES, 53'08" WEST A DISTANCE OF 160.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SW 1/4 OF SE 1/4 OF SW 1/4, RUN THENCE SOUTH 0 DEGREES 18' 30" EAST ALONG SAID WEST LINE A DISTANCE OF 173.52 FEET TO THE POINT OF BEGINNING AND ALSO LESS AND EXCEPT RIGHT OF WAY FOR STATE ROAD NO 540 AND PETERSON ROAD; AND

THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS: LOT 54 OF W. F. HALLAM & COMPANY'S CLUB COLONY TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO SOMETIMES DESCRIBED AS LOT 43 OF SAID SECTION 10, W. F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS AS SHOWN IN PLAT BOOK 1 PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

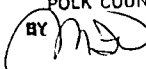
THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10 TOWNSHIP 29 SOUTH, RANGE 24 EAST POLK COUNTY, FLORIDA;

LESS AND EXCEPT:

LOTS 49-64, INCLUSIVE, BLOCK "A"; LOTS 94-107, INCLUSIVE, BLOCK "B"; AND LOTS 133-146, INCLUSIVE, BLOCK "C", ISLAND WALK AND ISLAND WALK EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND

LOTS 1-16, INCLUSIVE, BLOCK "A"; LOTS 26 AND 27, BLOCK "B"; AND LOTS 38-48, INCLUSIVE, BLOCK "C", ISLAND WALK AND ISLAND WALK EAST EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 49, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

BY 

D.D.

2681 0835
POLK OFF. REC. PAGE