

THIS INSTRUMENT PREPARED BY:

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DESCRIPTION	AMOUNT
STATE OF FLORIDA	\$113.00
COUNTY OF POLK	\$14.50
TOTAL	\$127.50

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TOWNHOUSES AT PARK LAKE

THIS DECLARATION made this _____ day of _____, 199____, by CASSIDY & ASSOCIATES, INC., a Florida corporation qualified to conduct business in the State of Florida, as the Owner of the undeveloped real property, hereinafter called "Developer," and by PARK LAKE MASTER ASSOCIATION, INC.

1. **Subject Property.** The "Subject Property" shall include all that certain real property located in Polk County, Florida, to be known by official plat designation as *Townhouses at Park Lake*, pursuant to plat thereof to be recorded in the public records of Polk County, Florida. The legal description for the subject property is set forth in the attached "Exhibit A." Developer hereby declares that all such property, and each part thereof, shall be held, sold, and conveyed subject to the following easements, 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, successors, and assigns, and shall inure to the benefit of each owner thereof. The Developer shall not be obligated to submit additional phases to this Declaration.

2. **Homeowners Association.** Homeowners Association shall mean and refer to "PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC" a Florida not for profit corporation, its successors, and assigns.

3. **Identification of Units.** As used herein, "units" shall be those improvements or buildings situated upon a lot or parcel, as depicted in that plat described hereinabove, including, without limitation, the lot or parcel upon which said unit is located. The plan of development of the subject property may be modified as described in Paragraph 20 of this Declaration.

4. **Membership.** The record owners of all units for the subject property shall be members of the Association, and no other

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persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a unit, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Polk County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the association of a true copy of such recorded deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

5. **Common Expenses.** Each unit owner shall share in the common expenses as hereinafter defined, and in the total voting power of the Homeowners Association. Units for subsequent phases that have been dedicated and added to the homeowners association may be voted by the unit owner even if the unit has not been constructed. Units for phases that have not been added shall not share in the common expenses and shall not have votes.

6. **Definition of Common Expenses.** For purposes of this declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, or replacement of parts of the improvements to the subject property, as more fully addressed in Paragraph 17 of this Declaration, (2) expenses agreed upon as common expenses by all unit owners, (3) expenses for repair and maintenance of all utility installations located upon or within party walls or upon or within common easements, (4) a proportionate share of all expenses incurred by the Park Lake Master Association which shall be responsible for repair and maintenance of all common areas of said association, including interior roads, easements, water and sewer mains and laterals, mediations, the lakefront access area, dock and gazebo (if existing), stormwater drains, pipes and associates, installations, signs, utility lines, street lights, irrigation pumps, line and equipment, insurance, walls and fences, utilities consumed in providing same and all additional common facilities dedicated by Developer to the Park Lake Master Association.

7. **Covenants and Agreements.** Developer and Park Lake Master Association, Inc. its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

A. Each unit owner shall have an easement in common with the owners of all other units:

(1) To use all streets and other rights of way serving the units of the subject property and providing access to the streets and other public ways.

(2) To use all pipes, wires, ducts, cables, conduits, public utility lines, and other common easements located in any of the other units and serving his unit.

(3) To use all common areas throughout the PARK LAKE COMMUNITY, except as modified or relocated by the Developer during the development of Park Lake.

Each unit shall also be subject to such easements in favor of the owners of all other units. The governing board, on behalf of all unit owners, shall have a reasonable right of access upon giving reasonable notice to the unit owner and during reasonable hours, to each unit to inspect the same, and to maintain, repair, or replace the common elements therein or appurtenant thereto.

B. Each unit space shall be occupied and used by its respective owner only as private dwellings for the owner, his family, tenants, and social guests, and for no other purpose whatsoever.

C. The subject property shall be subject to all easements, conditions, covenants, and restrictions of the Declarations for the PARK LAKE MASTER ASSOCIATION, as found in the following public records of Polk County, Florida:

- O.R. Book 2209, page 0651; (PARK LAKE ASSOCIATION NUMBER ONE)
- O.R. Book 2251, page 1558; (PARK LAKE ASSOCIATION NUMBER TWO)
- O.R. Book 2317, page 1416; (PARK LAKE ASSOCIATION NUMBER THREE)
- O.R. Book 2430, page 0104; (PARK LAKE ASSOCIATION NUMBER FOUR)
- O.R. Book 2533, page 0755; (PARK LAKE ASSOCIATION NUMBER SIX)
- O.R. Book 2648, page 0494; (PARK LAKE ASSOCIATION NUMBER SEVEN)

which shall be binding on all parties having any right, title, or interest in the subject property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

D. Each owner of a unit shall be bound by the terms of that Agreement regarding Recreational Facilities, attached hereto

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as "Exhibit 1," which shall be binding on all heirs, successors, and assigns of any such owner.

(1) Each owner of a unit, shall, automatically on becoming owner of such unit, become a member of PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC., and shall remain a member thereof until such time as his ownership shall be for any reason ceased, at which time his membership in the association shall likewise cease.

(2) In the event any unit becomes subject to foreclosure or judicial sale, each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all unit owners, the right to acquire title to any unit sold at foreclosure or judicial sale.

(3) Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interests of such owners as set forth above.

(4) Administration of the homeowners association shall be in accordance with the provisions of this declaration and the by-laws of the association.

(5) Each unit owner, and all occupants of the units shall comply with the provision of this declaration, their unit deed and the by-laws, rules, regulations, decisions, and resolutions of the association as lawfully amended from time to time. Failure to comply with such provisions, decision, or resolutions, shall be grounds for an action for damages, injunctive relief, or both, maintainable by the association or by any unit owner or by any person who holds a unit mortgage and is aggrieved by any such noncompliance.

(6) No owner of a unit may exempt himself from liability for proportionate share of the common expenses by waiver of the use of enjoyment of his unit, or by abandonment of his unit.

(7) Reasonable regulations concerning the use of the units may be made and amended from time to time by the Association in the manner provided by this Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the association to all unit owners and residents of the units upon request.

(8) Provided, however, that until Developer has closed the sales of all the units, neither the unit owner nor the Association may make any use of the units or any of the subject property which shall interfere with the sale of the units.

Developer may make such use of the unsold units, common elements and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs. The sales office, the furniture and furnishings in all model units, signs and all items pertaining to sales shall not be common elements and shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold units without regard to any restrictions of limitations relating to the duration of leased units.

8. *Assessment Liens.* The association shall have a lien on each unit for any unpaid assessments, together with interest thereon and reasonable attorney's fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the association in the same manner as a suit to foreclose a mortgage on real property, and the association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may also be maintained without foreclosing or waiving the lien securing the same.

9. *Acquisition of unit at foreclosure sale; effect.* Where the mortgagee of a first mortgage of record, or other purchaser of a unit obtains title to such unit as result of the foreclosure of a mortgage, or as a result of a deed in lieu of foreclosure, such purchaser, his heirs, successors and assignees, shall not be liable for the share of the common expenses or assessments by the association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units, including the unit acquired by such purchaser, his heir, successors, and assigns.

10. *Rental of Units.* Units shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than 28 days; or (2) a rental for any period if the occupants of the unit are provided with customary hotel services, such as room service for food and beverages, maid service, laundry and linens, or bellboy services. With the exception of rentals for transient or hotel purposes, unit owners shall have the absolute right to lease their units, provided such leases are made subject to the covenants and restrictions contained in this declaration, and in the by-laws as they may from time to time be amended.

11. *Destruction of or Damage to Property; Effect.* In the event of any damage to or destruction of any improvements on the subject property, including any unit, or any part thereof, required by this declaration, the by-laws, or by law to be insured by the

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association, such improvements or common elements shall be promptly repaired and restored by the association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair or restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them for such repair or restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover estimated costs of repair and restoration of any essential improvement or common element, or (b) such damage constitutes substantially total destruction of one or more buildings comprising the subject property, or (c) those unit owners entitled to exercise seventy-five percent (75%) or more of the total voting power held by those unit owners within the building directly affected by such damage or destruction, voting in accordance with the procedure established in the by-laws, shall determine not to repair or restore, the association shall proceed to realize the salvage value of that portion of the subject property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

12. Eminent Domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners, by the association necessary or appropriate to the applied to the repair or restoration of property so injured or destroyed may be so applied.

13. Insurance. The insurance, other than title insurance, which shall be carried upon the subject property and the property of the unit owners shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the subject property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgage endorsements to the mortgagees of unit owners. Such policies and endorsements to the mortgagees with the Board of Directors. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, with

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offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the subject property, said sum to be ascertained at the time of purchase or renewal of each policy.

B. Coverage.

Casualty. All buildings and improvements upon the land, including units, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of directors of the association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(3) **Public Liability.** In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

(4) **Association Insurance.** Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Director's Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any unit.

C. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

D. Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners all proceeds covering casualty losses shall be paid to the Governing Board. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the units.

The members of the Board of Directors shall not be individually liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Board of Directors shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Board of Directors.

B. Units. Proceeds on account of units shall be held in the following undivided shares:

(1) *Partial Destruction.* When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(2) *Total Destruction.* When the building is to be restored, for the owners of all units in the building in proportion to their share to the common elements appurtenant to their unit.

(3) *Mortgagees.* In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgagees which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Governing Board shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) *Expense of the Trust.* All expenses of the Governing Board shall be first paid or provision made therefor.

(2) *Reconstruction or Repair.* If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to unit owners and their mortgagees, the Governing Board may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of distribution.

G. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

14. Conveyance of Units; Liability for Assessments. Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for his share of common expenses upon to the time of conveyance, without prejudice to the grantee's right to recover from the grantor any amount paid by the grantee for such accrued assessments. Any grantee or mortgagee shall be entitled, within ten (10) days after request therefor, to a certificate for amounts owed, from the governing board of the association, by the grantor, and any person, other than the governing board who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amount in excess of the amount set forth in such certificate.

15. Association. In order to provide for the proficient and effective administration of the improvements to the subject property by the owners of units, a non-profit corporation known and described as PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this homeowners association and portions of improvements to the subject property, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration Restrictive Covenants, its By-laws and the Rules and Regulations promulgated by the Association from time to time.

Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the subject property and improvements, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition

of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

Restraints upon Assignment of Shares in Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to a unit.

Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

16. *Delegation of Managerial and Administrative Duties.* Any right, privilege, or duty pertaining to the operation of the association or the governing board thereof may be delegated to professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the association and such managing agent.

17. *Maintenance, Alterations, and Improvements.* Responsibility for the maintenance of parts of the subject property and restrictions upon its alterations and improvements shall be as follows:

A. *Units.*

(1) *By the Association.* The Association shall maintain, repair, and replace at the Association's expense:

(a) All roofs and portions of a unit contributing to the support of the improvements to the subject property, which portions shall include, but not be limited to, outside walls of the units and all fixtures on its exterior, those portions of boundary walls which shall be party walls, as more fully addressed in Paragraph 18, herein; floor and ceiling slabs; load-bearing columns and load-bearing walls.

(b) All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

(2) *By the Unit Owner.* The responsibility of the unit owner shall be as follows:

(a) To use his unit only as a residence. To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the improvements in their entirety or in a part

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belonging to others; being expressly responsible for the damages and liability which his failure to do so may cause. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and exterior doors, including sliding glass doors, all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures, and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may not or hereafter be situated in his unit.

(b) To maintain, repair, and replace any and all walls, ceilings and floor surfaces, painting, decorating, furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

(c) Where applicable, to maintain and keep in a neat and trim condition the lawn and shrubbery, floor, interior walls, screening and railings of patios, sundecks or balconies, for the unit.

(d) To promptly report to the Association any defect or need for repairs for which the association is responsible.

(e) Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

(f) Any officer of the Association or any agent of the Board shall have the irrevocable right to have reasonable access to each unit from time to time during reasonable hours and on reasonable notice as may be necessary for inspection, maintenance, repair or replacement of any item for which the Association is responsible to maintain therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to any item for which the Association is responsible to maintain or to another unit or units.

(g) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit, improvements or any of the subject property.

(3) *Alteration and Improvement.*

A. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration

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in the portions of a unit that are to be maintained by the Association, remove any portion of a unit that are to be maintained by the Association, remove any portion of such, make any additions to same or, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. *Enforcement of Maintenance.* In the event the owner of a unit fails to maintain a unit as required above, the association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions with the prevailing party receiving reimbursement for costs and attorney's fees.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

(4) *Service Agreement.*

Each owner of a unit shall automatically be bound by the terms of that Service Agreement entered into between Park Lake Management Company and the original purchaser of said unit. The rights and obligations arising under that agreement concern the subject property, and shall run with the land. A copy of the initial form of Service Agreement is attached hereto as "Exhibit 2."

18. *Party Walls.*

A. *Common Walls.* The common walls shared by adjacent owners of each unit shall be party walls for the perpetual benefit and use by each adjacent owner, including his heirs, assigns, successors, and grantees.

B. *No Openings.* Except as related to the developer and the developer's rights to modify its plans, the owner of any unit sharing a party wall with an adjoining owner shall not possess the right to cut windows or other openings in the party wall, whether the owner owns both adjoining units or only one adjoining unit, nor to make any alterations, additions, or structural changes in the party wall.

C. Full Enjoyment. The owner of any unit shall have the right to the full use of said party wall(s) for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining unit or his quiet enjoyment of said wall(s), or in any manner impair the value of said walls.

D. Mortgages. So long as there shall be a mortgage or mortgages upon any of the units containing party walls, this Paragraph 18 will not be modified, abandoned or extinguished without the consent of such mortgage(s), and acquisition of one adjacent unit by any of the other owners shall not operate to render this Paragraph void, useless, or extinguished, without the written approval of the holder of any then outstanding mortgage.

19. Covenants and Restrictions. The use of the unit and subject property shall be in accordance with the following provisions:

A. Units. Each of the units shall be occupied only by an owner, members of his family, his servants, guests and tenants, as a residence and for no other purpose.

B. Except as reserved to the Developer, no unit nor any portion of the subject property may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

C. Nothing shall be hung, displayed or placed on the exterior walls, doors, or windows of the unit without the prior written consent of the Board of Directors of the Association.

D. No television antennas, satellite dishes, or similar devices shall be allowed on any part of any unit or the subject property, without the written consent of the Board of Directors of the Association.

E. No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the subject property without the prior written consent of the Association.

F. Nothing shall be done or kept in a unit or on the common areas which would increase the rate of insurance relating thereto, without the prior written consent of the Association, and no owner shall permit anything to be done or kept in his unit or the common areas which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

G. No rubbish, trash, garbage or other waste materials shall be kept or permitted in any unit, except in sanitary containers located in appropriate areas designated by the Association, concealed from public view. No storage or placement of any objects other than patio furniture shall be maintained on patios adjacent to dwelling units.

H. No fence, hedge, walls or other dividing instrumentality shall be constructed or maintained for any unit except that Developer may construct fences in accordance with developmental plans.

I. No out building structure, tent, shack, pole, post, garage, trailer, shed, utility building, or temporary building of any kind shall be erected, except temporarily only for construction purposes.

J. No owner of a unit shall park, store or keep any truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a driveway. No truck or other vehicle larger than a three-quarter ton pickup may be parked, stored, or kept in any covered parking space. No owner of a unit shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any unit, or other areas at the Park Lake community, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

K. Nuisances. No nuisances shall be allowed in or on any unit or the subject property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the subject property which will increase the rate of insurance upon the units or the subject property.

L. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the unit or subject property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the unit or subject property shall be the same as the

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responsibility for the maintenance and repair of the property concerned.

M. *Signs.* No signs, including "For Sale" signs, shall be displayed from a unit or any part of the subject property, except such signs as shall have advance written approval by the Association.

N. *Rules and Regulations.* Reasonable rules and regulations concerning the use of the units or the subject property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the units or the subject property upon request.

O. *Proviso.* Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of the subject property, neither the unit owners nor the Association shall make any use of the units or subject property that shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

20. *Amendment of Declaration.* Except as provided otherwise, this Declaration of Covenants, Conditions and Restrictions may be amended in the following manner:

A. *Notice.* Notice of the subject matter of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(2) Not less than eighty percent (80%) of the votes of the entire membership of the Association; or

B. *By Developer.* Notwithstanding any provision contained in this Declaration to the contrary, the Developer,

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without the joinder or approval of the Association, the Board, the membership, or any mortgagee of The Properties may record any amendment to this Declaration to be made by the Developer without the approval of the Association, the Board, the membership, or any mortgagee of The Properties.

C. Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Covenants, conditions, and Restrictions, or any exhibit hereto, or amendment hereto, as follows:

(1) Not less than fifty (50%) percent of the votes of the entire membership of the Board of directors and by not less than fifty (50%) percent of the votes of the entire membership of the Association.

(2) Any amendment adopted pursuant to the provision of paragraph 19.C shall not materially adversely affect the property rights of unit owners.

(3) Until the Developer has sold and conveyed all of the units for the subject property, any amendment adopted pursuant to this paragraph 20 must be approved and consented to by the Developer.

D. Proviso. No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent. Neither shall an amendment make any changes in the section entitled "Insurance" unless the record owner of all mortgages upon the units shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was fully adopted, which the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Polk County, Florida.

F. Amendments. The Section concerning terminations cannot be amended without consent of all owners and all record owners of mortgages upon units.

21. Amendment of Plans.

A. Alteration of Plans After Submission. After any or all phases are submitted to this declaration, Developer reserves the right to change the interior design and arrangement of all units, including increasing or decreasing the number of units or lots for the subject property, and to alter the boundaries between the units, as long as Developer owns the units so altered. Such amendment need not be executed by the other unit owners or by the mortgagees of units. If Developer shall make any changes in units so authorized, such changes shall be reflected by amendment of this Declaration.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer needs to be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners or lienors or mortgagees or units or of the subject property, whether or not elsewhere required for an amendment.

Notwithstanding any other provisions of this Declaration to the contrary, any amendment or amendments adding additional phases to the Properties shall not be required to be executed by, not consented to by, Unit Owners, the Association nor the members thereof, nor the voters or holders of any lien encumbering any unit previously submitted to unit owners by this Declaration. In addition, the Developer reserves the absolute right to amend this Declaration to change the number of units to be contained in any subsequent phases. Said amendment need not be executed or consented to by Unit Owners, the Association or Member thereof, or holders of any lien on a unit.

22. Invalidity. If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Declaration.

23. Easements/Utility Agreements. The subject property is subject to easements for utilities, ingress and egress, and stormwater drainage as shown on the recorded plat thereof. Water and wastewater are provided to each unit by the City of Winter Haven and each unit owner shall be billed separately on a monthly basis for the service. Cable television service is available to each unit, and if a unit owner subscribes to that service he will be charged separately for the service.

24. Agreement for Maintenance of Interior Roads. The Association shall automatically become a member of the PARK LAKE MASTER ASSOCIATION, INC. The PARK LAKE MASTER ASSOCIATION shall be responsible for, including, but not limited to, the maintenance of

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all interior roads and medians, water and sewer mains, and fire hydrants located within, (except as maintained by the City of Winter Haven), easements and the irrigation systems (outside the common elements of the improvements to the subject property or other subject property) to be constructed within the PARK LAKE PROJECT by developer. The PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC. shall pay to the PARK LAKE MASTER ASSOCIATION its prorata share of these expenses as set forth in the Declaration of Covenants and Restrictions of Park Lake. The Developer agrees that the total number of units shall not exceed 450 units and may also include non-residential facilities, which shall pay a fee to the PARK LAKE MASTER ASSOCIATION based on the ratio of interior square footage of any non-residential structure to the total interior square footage within the PARK LAKE PROJECT.

25. *No Encumbrances of Future Phases, If Any.* This Declaration shall not constitute a lien or encumbrance on the real property described as being part of proposed future phases, all as more particularly described herein, unless the real property comprising such future phase or phases is formally submitted as being part of this Declaration and improvement to the subject property.

26. *Waiver.* No provision contained in this Declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

27. *No Time-Share Estates.* No time-share estates may be created with respect to units in the subject property.

28. *Captions.* Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision hereof.

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IN WITNESS WHEREOF, developer/owner has executed this Declaration of Covenants, Conditions, and Restrictions on the date first above written.

"WITNESSES"

Sheila D. Rounds
SHEILA D. ROUNDS
Printed Name of Witness

Robin S. Fout
Robin S. Fout
Printed Name of Witness

"CASSIDY and ASSOCIATES, INC."

By: Steven L. Cassidy
Steven L. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

Attest: Albert B. Cassidy
Secretary

"PARK LAKE MASTER ASSOCIATION, INC."

Sheila D. Rounds
SHEILA D. ROUNDS
Printed Name of Witness

Robin S. Fout
Robin S. Fout
Printed Name of Witness

By: Albert B. Cassidy
Albert B. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 24th day of March,
1995, by Steven L. Cassidy, as President of Cassidy and
Associates, Inc., who is personally known to me or produced
as identification.



OFFICIAL SEAL
ROBIN S. FOUT
Notary Public, State of Florida
Comm. No. CC 225050

Robin S. Fout
Notary Public, State of Florida

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STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 30th day of March,
1990, by Albert B. Cassidy, as President of Park Lake Master
Association, Inc., who is personally known to me or produced
as identification.

(SEAL)



OFFICIAL SEAL
ROBIN S. FOUT
My Commission Expires
January 1, 1995
Comm. No. CC 225050

Robin S. Fout
Notary Public, State of Florida

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TRACT B

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 00°09'16" EAST ALONG THE WEST LINE THEREOF, 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 540 (CYPRESS GARDENS BOULEVARD); THENCE NORTH 89°58'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET; THENCE SOUTH 00°09'16" EAST, 200.00 FEET; THENCE NORTH 89°58'11" EAST, 172.64 FEET; THENCE SOUTH 00°00'31" WEST, 478.86 FEET; THENCE NORTH 89°58'11" EAST, 69.89 FEET; THENCE SOUTH 00°01'49" EAST, 42.58 FEET; THENCE SOUTH 10°11'45" EAST, 67.98 FEET; THENCE SOUTH 21°40'04" EAST, 145.80 FEET; THENCE SOUTH 00°09'16" EAST, 107.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°09'16" EAST, 17.16 FEET; THENCE SOUTH 45°10'45" WEST, 88.78 FEET; THENCE SOUTH 89°50'44" WEST, 69.00 FEET; THENCE SOUTH 00°09'16" EAST, 83.83 FEET; THENCE NORTH 89°50'44" EAST, 16.84 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET (CH=20.04', CB=S70°38'28"E); THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'38", AN ARC DISTANCE OF 20.43 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°07'40" EAST, 142.14 FEET; THENCE NORTH 64°21'32" EAST, 14.78 FEET; THENCE NORTH 25°30'28" WEST, 18.00 FEET; THENCE NORTH 64°21'32" EAST, 38.14 FEET; THENCE NORTH 00°00'31" EAST, 64.93 FEET; THENCE SOUTH 64°21'32" WEST, 22.98 FEET; THENCE NORTH 25°38'28" WEST, 42.50 FEET; THENCE NORTH 64°21'32" EAST, 38.74 FEET; THENCE NORTH 00°00'31" EAST, 15.22 FEET; THENCE NORTH 25°38'28" WEST, 115.71 FEET TO THE POINT OF BEGINNING.

AND

TRACT C

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 00°09'16" EAST ALONG THE WEST LINE THEREOF, 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 540 (CYPRESS GARDENS BOULEVARD); THENCE NORTH 89°58'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET; THENCE SOUTH 00°09'16" EAST, 200.00 FEET; THENCE NORTH 89°58'11" EAST, 172.64 FEET; THENCE SOUTH 00°00'31" WEST, 478.86 FEET; THENCE NORTH 89°58'11" EAST, 266.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'49" EAST, 4.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 48.00 FEET (CH=69.32', CB=S45°00'39"E); THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°02'20", AN ARC DISTANCE OF 77.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°00'31" WEST, 469.89 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET (CH=18.13', CB=S22°28'29"E); THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC DISTANCE OF 19.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°58'48" EAST, 21.71 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 28.00 FEET (CH=23.11', CB=S21°30'39"E); THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°57'39", AN ARC DISTANCE OF 23.77 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°00'31" WEST, 93.10 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET (CH=30.61', CB=S22°30'31"W); THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE END OF SAID CURVE; THENCE SOUTH 45°00'31" WEST, 30.16 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 62.00 FEET (CH=20.84', CB=S54°41'02"W); THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°21'01", AN ARC DISTANCE OF 20.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH 84°21'32" WEST, 82.50 FEET; THENCE SOUTH 06°50'58" WEST, 44.68 FEET; THENCE SOUTH 25°38'28" EAST, 89.32 FEET; THENCE NORTH 64°21'32" EAST, 189.22 FEET; THENCE NORTH 00°00'31" EAST, 807.73 FEET; THENCE SOUTH 89°58'11" WEST, 168.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

3511 1694
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AGREEMENT REGARDING RECREATIONAL FACILITIES
PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC.

THIS AGREEMENT is entered to this 24th day of March,
1992, by and between CASSIDY & ASSOCIATES, INC., "The Developer"
hereinafter referred to as "Cassidy" and [name],
of [address] hereinafter referred to as the
"Owner."

THE PARTIES AGREE AS FOLLOWS:

1. Cassidy agrees that the Owner shall have the nonexclusive use of the real property depicted as shaded or highlighted areas (including, without limitation, lake frontage and corresponding rights of way) on the attached Exhibit "A," which is attached hereto, along with any recreational facilities (including, without limitation, pool, clubhouse, and club parking) that exist thereon during the term of this Agreement. Cassidy, its guests, invitees, or other persons selected by Cassidy shall have the right use the property. Such use by Cassidy or its guests may be exclusive if a notice of such exclusive use is posted.

2. The term of this Agreement shall begin upon the completion of the facilities and shall continue until either party hereto gives written notice to the other party of its intent to terminate this Agreement. The Owner agrees and understands that Cassidy may terminate this Agreement at any time with or without cause.

3. Cassidy agrees to maintain the property during the term of this Agreement. Cassidy will maintain the roof on the clubhouse building, paint the buildings at normal intervals, mow the grass on the property, and provide chemicals for the pool. If a person who is on the property as an Owner (or guest of an Owner) should damage the property, the Owner agrees to pay the repair of damage.

4. This Agreement shall be construed according to the laws of Florida as they are in effect on the date hereof. It is the intent of the parties to not incorporate changes made in the Florida Statutes and law after the date hereof.

5. The Owner agrees that Cassidy shall have the absolute right to sell, lease, or otherwise grant ownership, possession, or the right to use the facilities free from any encumbrance by this Agreement. This Agreement shall automatically terminate upon the lease, sale, or other conveyance of the property by grantor.

6. The Owner agrees that the Owner, all co-owners, heirs, successors, and assigns of the Owner, shall have no legal or equitable right to use the recreational facilities other than as expressly stated herein. The Owner, all co-owners, beneficiaries, heirs, assigns, and successors, shall indemnify and hold Cassidy harmless from any damages Cassidy may suffer from any litigation prosecuted by the Owner, Owner's co-owner, beneficiary, assigns, or

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successors in interest, regarding Cassidy's unfettered ownership of these facilities. Cassidy's damages shall include any loss or diminution of Cassidy's rights in the property as a fee simple owner with the right of full and exclusive possession, and Cassidy's reasonable costs of defending any such action, including attorney's fees, during any prelitigation phase, and in defending any such action at the trial court level and upon appeal.

7. This Agreement shall be binding upon heirs, assigns, legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this 24th day of March, 1995.

"Witnesses"

"CASSIDY & ASSOCIATES, INC."

Shirley R. Rounds
Shirley R. Rounds
Printed Name of Witness
Robin S. Ford
Robin S. Ford
Printed Name of Witness

By: [Signature]
Steven L. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

"OWNER"

Printed Name of Witness

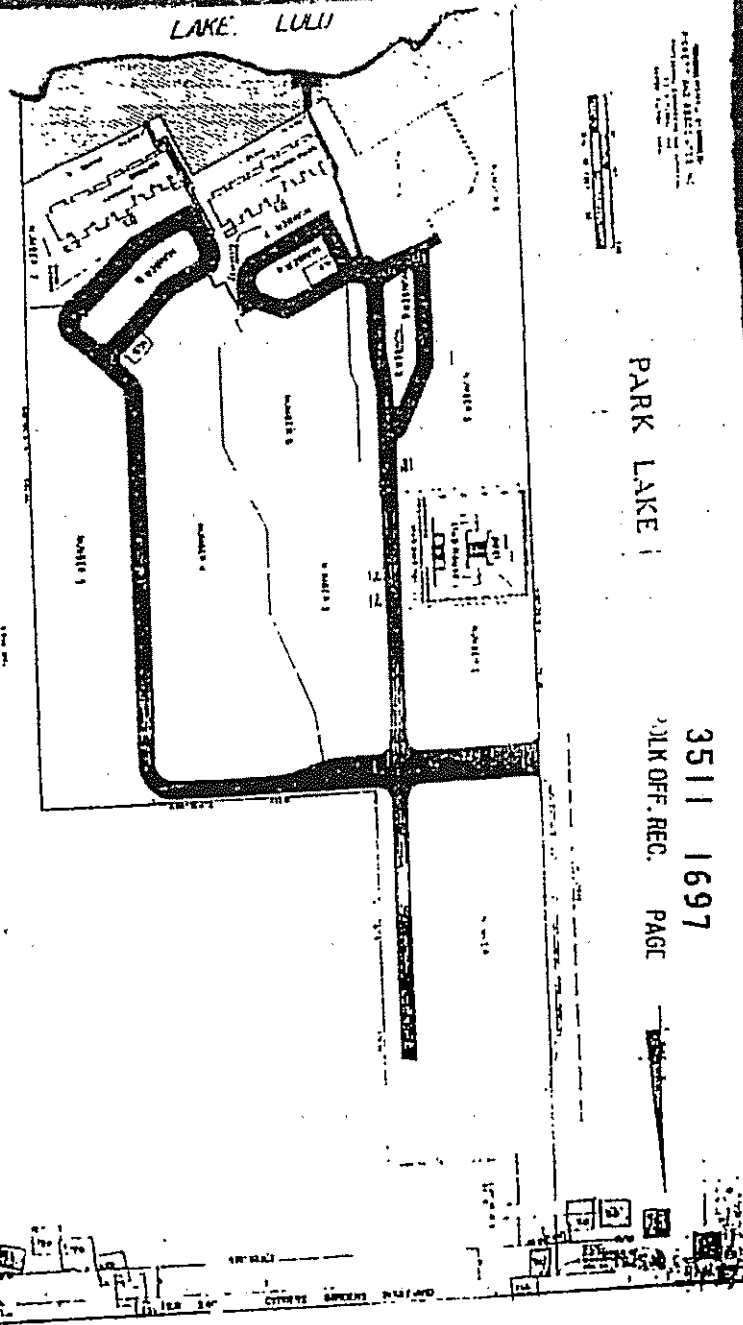
Printed Name of Witness

By: _____

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CASSIDY/PARKLAKR/RECREAT.AGR

LAKE LULU



PARK LAKE

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to EXHIBIT I

THIS INSTRUMENT PREPARED BY:

Lance Holden
Sharit, Bunn, Chilton & Holden, P.A.
99 Sixth Street, S.W.
P. O. Box 9498
Winter Haven, FL 33893-9498

**SERVICE AGREEMENT
PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC.**

THIS AGREEMENT made and entered into this 34th day of March, 1992, between PARK LAKE MANAGEMENT COMPANY, a Florida corporation, hereinafter called the "Contractor," and _____, hereinafter called "Owner."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of services for the following described realty:

WHEREAS, the Contractor is familiar with the property owned by the Owner and is familiar with the operation of the Park Lake community. The City of Winter Haven supplies water service and wastewater disposal to this unit, and said services are not covered by this Agreement. This Agreement does provide for the certain maintenance and operation of the unit and adjoining property owned by the Owner.

NOW THEREFORE, for and in the consideration of the sum of Ten Dollars and other good and valuable consideration, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

I. The term of this Agreement shall begin at the time of closing of the purchase and sale of the subject unit, and this Agreement shall terminate twenty-five (25) years subsequent to said beginning date. Unless the Owner or Contractor gives notice to the other party at least thirty (30) days prior to the termination of this Agreement, the term hereof shall automatically be extended for another ten (10) years. A second ten (10) year extension shall automatically go into effect unless notice is given at least thirty (30) days prior to the end of the first ten (10) year extension.

II. The Contractor shall provide only the following services:

EXHIBIT 1

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(a) Shall provide labor, tools, and equipment for cutting grass and trimming shrubbery only on property owned by Owner.

(b) Blow or broom sweep driveways.

(c) Shall maintain a supply of the appropriate irrigational sprayers and sprinklers for replacement as needed (for whatever cause of loss or damage) at the expense of the Owner. Any other repairs to the irrigational system will be arranged for and paid by the Owner.

(d) Shall maintain the detention pond area that services stormwater runoff from the property owned by the Owner.

III. The following is an indication of how often each of the services, obligations, or responsibilities, to be performed by the Contractor will be performed.

(a) Lawn and Shrub Care:

(1) Grass cutting: Once a week, if needed, except from November 1 through March 31, which will be done as needed

(2) Trimming shrubbery: as required

(b) Blow or broom sweep driveways: once a week

(c) Irrigational sprayer or sprinkler replacements and/or repairs: as needed

The Contractor shall provide sufficient manpower to provide the services specified herein and shall employ at least one (1) person to perform these services.

The Contractor shall not be responsible, nor be required to replace light bulbs or fixtures, lawn, trees, or shrubbery, to mulch, to fertilize, to herbicide, to control insects, or be responsible for any damage caused to the lawn, trees and/or shrubbery by any act of God, which shall include but not be limited to, insects, pests, wind, flooding, lightning, hurricanes, frost and freezing, and/or natural causes.

IV. The Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliance not attributed to the action or inaction of the Contractor or of any of its agents, employees, or servants, nor shall it be held responsible or liable for any loss, damage,

detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

V. It is understood and agreed that the Owner shall pay the Contractor \$_____ per month as a management and service fee for the services described herein. These fees will increase to the rate of \$_____ per month on the first day of _____, 199____, and will increase at the rate of \$_____ per month on the first day of each January thereafter for the term of this contract.

The obligation for payment to the Contractor shall be by the Owner. In the event the Owner fails to pay the specified amount provided for hereinabove to the Contractor on or before the tenth day of each month, then the Contractor shall be authorized to discontinue and terminate all of the services that are provided by the Contractor until the Owner shall have made full payment in accordance with the terms and conditions of this Agreement. In addition to the right to discontinue services, the Contractor may assert a lien against the property of the Owner. The Contractor shall have the right to collect, in addition to the monthly amount, 1.5% interest per month on each monthly payment received after the tenth of any month or \$10, whichever is greater.

VI. These rights of the Contractor shall be in addition to all other remedies available to the Contractor under law and equity.

VII. This Agreement concerns the subject realty, and all rights and obligations shall run with the land, and shall be binding upon heirs, assigns, legal representatives, and successors of the parties hereto.

VIII. The Contractor shall not be responsible for any services not specifically enumerated herein. Any and all additional services shall be provided by the Owner at the expense of the Owner.

IX. Attorney's Fees: Should a dispute arise concerning the terms and conditions of this Agreement, the party prevailing in any court action commenced shall be entitled to recover costs and attorney's fees.

X. Severability: The invalidity in whole or in part of any covenant, promise or undertaking of any section, subsection, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Witnesses"

Sheela P. ...
Sheela P. ...
Printed Name of Witness

Robin S. Font
Robin S. Font
Printed Name of Witness

Printed Name of Witness

Printed Name of Witness

CASHE/PAID/RECEIVED

"PARK LAKE MANAGEMENT COMPANY"

By: Albert B. Cassidy
Albert B. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

"OWNER"

By: _____

3511 1701
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THIS INSTRUMENT PREPARED BY:

Lance Holden
Sharit, Bunn, Chilton & Holden, P.A.
99 Sixth Street, S.W.
P. O. Box 9498
Winter Haven, FL 33883-9498

E.D. "BUD" DIXON, CLERK OF COURT		
11/17/95	09:39	456
115	00931	\$21.00
291	00932	\$3.00
TOTAL		\$24.00
CHECK# 009213		\$24.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR TOWNHOUSES AT PARK LAKE

THIS AMENDMENT TO DECLARATION made this 16th day of November, 1995, by CASSIDY & ASSOCIATES, INC., a Florida corporation qualified to conduct business in the state of Florida, as the Owner of the subject real property, sometimes hereinafter sometimes referred to as "Developer," and by PARK LAKE MASTER ASSOCIATION, INC., sometimes hereinafter referred to as "Master Association."

WHEREAS, the Developer and Master Association executed a Declaration of Covenants, Conditions, and Restrictions for Townhouses at Park Lake on March 24, 1995, recorded March 29, 1995, in O.R. Book 3511, pages 1674 through 1701, of the Polk County public records ("Declaration"); and

WHEREAS, the subject property referred to in Paragraph 1 of the Declaration (and specifically described in Exhibit A to said Declaration and found in O.R. Book 3511, page 1694 of the Polk County public records) was later platted by the Developer in that plat known as *Townhouses at Park Lake*, according to the plat thereof found in Plat Book 100, pages 29 and 30 of the Polk County public records; and

WHEREAS, a replat of the Townhouse subdivision has been recorded in Plat Book 100, pages 44-45; and

WHEREAS, Paragraphs 20 and 21 of the Declaration authorize the amendment of the Declaration by the Developer;

NOW, THEREFORE, BE IT RESOLVED, that the Developer does hereby amend "Exhibit A" referenced in said Declaration and appearing in O.R. Book 2511, page 1694, to be replaced by and superseded by "Exhibit A-1" (which includes that area encompassed by the replat referenced to above) attached hereto and made a part hereof. All other provisions of the subject Declaration shall remain in full force and effect.

NOV 17 11 21 AM '95

NOV 17 11 21 AM '95

BE IT FURTHER RESOLVED, that effect of this Amendment shall relate back to the original Declaration recorded March 24, 1995, which represents contract rights then established and a component of the plan of development for the Park Lake community as initially contemplated by Cassidy and Associates, Inc. as developer.

IN WITNESS WHEREOF, Developer and Master Association have executed this Amendment to Declaration of Covenants, Conditions, and Restrictions on the date first above written.

"WITNESSES"

Courtney E. Davis
Courtney E. Davis
Printed Name of Witness

Robin S. Fout
Robin S. Fout
Printed Name of Witness

~~"CASSIDY~~ and ASSOCIATES, INC."

By: Steven L. Cassidy
Steven L. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

Attest: Carol Cassidy Gainhart
Secretary

"PARK LAKE MASTER ASSOCIATION, INC."

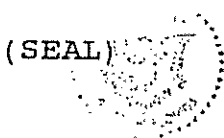
Sherlyn W. Rice
Sherlyn W. Rice
Printed Name of Witness

Robin S. Fout
Robin S. Fout
Printed Name of Witness

By: Albert B. Cassidy
Albert B. Cassidy, President
710 Overlook Drive
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 15th day of November,
1995, by Steven L. Cassidy, as President of Cassidy and Associates,
Inc., who is personally known to me or produced
_____ as identification.



OFFICIAL SEAL
ROBIN S. FOUT
My Commission Expires
Sept. 1, 1996
Comm. No. CC 225050

Robin S. Fout
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 16th day of November,
1995, by Albert B. Cassidy, as President of Park Lake Master
Association, Inc., who is personally known to me or produced
_____ as identification.



OFFICIAL SEAL
ROBIN S. FOUT
My Commission Expires
Sept. 1, 1996
Comm. No. CC 225050

Robin S. Fout
Notary Public, State of Florida

CASSIDY\PARKLAKE\DECLAR.AMD

TRACT B

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 00°09'16" EAST ALONG THE WEST LINE THEREOF,
40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE
ROAD 540 (CYPRESS GARDENS BOULEVARD); THENCE NORTH 89°
58'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET;
THENCE SOUTH 00°09'16" EAST, 200.00 FEET; THENCE NORTH
89°58'11" EAST, 172.64 FEET; THENCE SOUTH 00°00'31" WEST,
478.86 FEET; THENCE NORTH 89°58'11" EAST, 69.80 FEET;
THENCE SOUTH 00°01'49" EAST, 42.58 FEET; THENCE SOUTH
10°11'45" EAST, 67.98 FEET; THENCE SOUTH 21°40'04" EAST,
145.80 FEET; THENCE SOUTH 00°09'16" EAST, 107.86 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°09'16"
EAST, 17.16 FEET; THENCE SOUTH 45°10'45" WEST, 88.78 FEET;
THENCE SOUTH 89°50'44" WEST, 69.00 FEET; THENCE SOUTH
00°09'16" EAST, 93.93 FEET; THENCE NORTH 89°50'44" EAST,
16.84 FEET TO THE BEGINNING OF A CURVE CONCAVED
SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET (CHORD =20.04',
CHORD BEARING =S70°38'28"E); THENCE SOUTHEASTERLY ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'36", AN ARC
DISTANCE OF 20.43 FEET TO THE END OF SAID CURVE; THENCE SOUTH
51°07'40" EAST, 142.14 FEET; THENCE NORTH 64°21'32" EAST,
14.78 FEET; THENCE NORTH 25°30'28" WEST, 19.00 FEET; THENCE
NORTH 64°21'32" EAST, 38.14 FEET; THENCE NORTH 00°00'31"
EAST, 64.93 FEET; THENCE SOUTH 64°21'32" WEST, 22.96 FEET;
THENCE NORTH 25°38'28" WEST, 42.50 FEET; THENCE NORTH
64°21'32" EAST, 38.74 FEET; THENCE NORTH 00°00'31" EAST,
15.22 FEET; THENCE NORTH 25°38'28" WEST, 115.71 FEET TO THE
POINT OF BEGINNING.

AND

TRACT C

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 00°09'16" EAST ALONG THE WEST LINE THEREOF,
40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE
ROAD 540 (CYPRESS GARDENS BOULEVARD); THENCE NORTH 89°
58'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET;
THENCE SOUTH 00°09'16" EAST, 200.00 FEET; THENCE NORTH
89°58'11" EAST, 172.64 FEET; THENCE SOUTH 00°00'31" WEST,
478.86 FEET; THENCE NORTH 89°58'11" EAST, 266.82 FEET TO
THE POINT OF BEGINNING; THENCE SOUTH 00°01'49" EAST, 4.89
FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED
SOUTHWESTERLY, HAVING A RADIUS OF 49.00 FEET (CHORD =69.32',
CHORD BEARING =S45°00'39"E); THENCE SOUTHEASTERLY ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 90°02'20", AN ARC
DISTANCE OF 77.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH
00°00'31" WEST, 469.98 FEET TO THE BEGINNING OF A CURVE
CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET (CHORD
=19.13', CHORD BEARING =S22°29'29"E); THENCE SOUTHEASTERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN
ARC DISTANCE OF 19.63 FEET TO THE END OF SAID CURVE; THENCE
SOUTH 44°58'46" EAST, 21.71 FEET TO THE BEGINNING OF A
CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 29.00 FEET
(CHORD =23.11', CHORD BEARING =S21°30'39"E); THENCE
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
46°57'39", AN ARC DISTANCE OF 23.77 FEET TO THE END OF SAID
CURVE; THENCE SOUTH 00°00'31" WEST, 93.10 FEET TO THE
BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS
OF 40.00 FEET (CHORD =30.61', CHORD BEARING =S22°30'31"W);
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 45°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE END OF
SAID CURVE; THENCE SOUTH 45°00'31" WEST, 30.16 FEET TO THE
BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS
OF 62.00 FEET (CHORD =20.84', CHORD BEARING =S54°41'02"W);
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 19°21'01", AN ARC DISTANCE OF 20.94 FEET TO THE END OF
SAID CURVE; THENCE SOUTH 64°21'32" WEST, 82.50 FEET; THENCE
SOUTH 06°50'58" WEST, 44.68 FEET; THENCE SOUTH 25°38'28"
EAST, 89.32 FEET; THENCE NORTH 64°21'32" EAST, 199.22 FEET;
THENCE NORTH 00°00'31" EAST, 807.73 FEET; THENCE SOUTH
89°58'11" WEST, 168.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1

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and

TRACT C-1

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;
 THENCE SOUTH 00°09'16" EAST ALONG THE WEST LINE THEREOF,
 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE
 ROAD 540 (CYPRESS GARDENS BOULEVARD); THENCE NORTH 89°
 58'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET;
 THENCE SOUTH 00°09'16" EAST, 200.00 FEET; THENCE NORTH
 89°58'11" EAST, 172.64 FEET; THENCE SOUTH 00°00'31" WEST,
 478.86 FEET; THENCE NORTH 89°58'11" EAST, 435.51 FEET;
 THENCE SOUTH 00°00'31" WEST, 505.00 FEET TO THE POINT OF
 BEGINNING; THENCE CONTINUE SOUTH 00°00'31" WEST, 302.73
 FEET; THENCE SOUTH 64°21'32" WEST, 189.22 FEET; THENCE
 NORTH 25°38'28" WEST, 82.32 FEET; THENCE NORTH 05°50'58"
 EAST 44.68 FEET; THENCE NORTH 64°21'32" EAST, 80.19 FEET TO
 THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A
 RADIUS OF 37.00 FEET, A CHORD DISTANCE OF 39.41 FEET, AND A
 CHORD BEARING OF NORTH 32°11'02" EAST; THENCE NORTHEASTERLY
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 64°21'01", AN ARC DISTANCE OF 41.56 FEET TO THE END OF SAID
 CURVE; THENCE NORTH 00°00'31" EAST, 196.02 FEET; THENCE
 SOUTH 89°58'29" EAST, 119.66 FEET TO THE POINT OF
 BEGINNING

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARK LAKE HOMEOWNERS ASSOCIATION NUMBER FIVE, INC., a Florida corporation, filed on March 30, 1995, as shown by the records of this office.

The document number of this corporation is N95000001540.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of April, 1995



CR2E022 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State