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ARTICLES OF INCORPORATION
OF
THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, &
WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC.

(A Corporation Not For Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owners' Association.

ARTICLE I

NAME

The name of this Association shall be THE HIGHLANDS ADDITION, PHASES II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

INITIAL PRINCIPAL & REGISTERED OFFICE & AGENT

The street address of the initial principal and registered office of the Association until changed by the Board of Directors, shall be 6700 South Florida Avenue, Suite #6, Lakeland, Florida 33813, and the name of the initial registered agent of the Association at that address is: W. Wm. Ellsworth, Jr.

ARTICLE III

PURPOSES AND POWERS

1. The general purposes and powers for which the Association is formed are as follows:

A. To enforce the Restrictive Covenants and Conditions of THE HIGHLANDS ADDITION, PHASE II Subdivision as recorded in Official Records Book 3302, Pages 1682 through 1692, Public Records of Polk County, Florida; the Restrictive Covenants and Conditions of WOODWIND HILLS Subdivision, as recorded in Official Records Book 3426, Pages 0053 through 0055, Public Records of Polk County, Florida; and the Restrictive Covenants and Conditions of WOODWIND HILLS ADDITION Subdivision, as recorded in Official Records Book 3426, Pages 0056 through 0064, Public Records of Polk County, Florida, either on its own accord or in conjunction with other Lot owners.

B. To modify the Restrictive Covenants and Conditions and/or join in a variance request as may be required by Polk County, Florida on a reasonable basis to prevent undue hardship in the placement of any structures upon any Lot.

C. To maintain, repair and/or construct all Drainage Easements and/or all Drainage/Retention Easements for the use and benefit of all property owners of THE HIGHLANDS ADDITION, PHASE II Subdivision as shown upon and contained within the Plats of THE HIGHLANDS ADDITION, PHASE II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; WOODWIND HILLS Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; and WOODWIND HILLS ADDITION Subdivision, Plat Book 98, Page 27, Public Records of Polk County, Florida. In this regard, the Association shall perpetually operate and maintain said Drainage Easements and/or Drainage/Retention Easements as common property in accordance with the surface water

management system of the Subdivisions as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual Easement and/or License of Entry over any Lot for the purposes of maintenance of Drainage Easements and/or Drainage/Retention Areas within the Subdivisions.

D. To erect, maintain and/or improve any walls, fencing and/or hedging that may be erected and placed upon and/or along the perimeter boundary of Tract "A", THE HIGHLANDS ADDITION, PHASE II Subdivision and/or that perimeter boundary area of the East portion of Lot 33, WOODWIND HILLS ADDITION Subdivision as depicted upon the Plat thereof "Drainage/Retention Easement". In this regard, maintenance and/or improvements may include planting areas (with or without irrigation attributable thereto and utility charges), fencing, hedging and/or the construction of a perimeter wall located upon and/or near the perimeter boundary of said Tract "A" and that Drainage/Retention Easement area of Lot 33. It shall have an Easement and/or License of Entry over those Lots within the Subdivisions adjacent to said Tract "A" and Lot 33 (as well as over Lot 33 itself) for the purposes of this maintenance and/or improvement.

E. To erect, maintain and/or improve any permanent sign(s) designating the name of WOODWIND HILLS Subdivision(s) that may be located at the Northeast corner of Lot 4 and/or the Southeast corner of Lot 13. WOODWIND HILLS Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida. In this regard, maintenance and/or improvements may include planting areas with or without irrigation attributable thereto and utility charges. It shall have an Easement and/or License of Entry over the corners of Lots 4 and 13 for the purposes of this maintenance and/or improvement.

F. To enact Rules of Use and to maintain its ownership in any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

G. To place Easements of Record, if necessary, for utility and/or drainage along the perimeter of any Lot line in the Subdivisions.

H. To maintain security within the Subdivisions. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivisions as a whole.

I. To obtain, if it desires, insurance covering the Association for loss purposes, whether for casualty or liability, on the walls, fences, Drainage Easements, Drainage/Retention Easements, and signage within the Subdivisions and any parcel of real property or Easement including any improvements thereupon that may be conveyed to the Association for the common use of all members as well as covering the Directors, Officers, committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.

J. To pay utilities, together with real estate taxes and assessments, if any, attributable to any property owned by the Association and/or any improvements within the Subdivisions which are being maintained by the Association.

K. It shall have the right, but not the duty, to maintain improved or unimproved Lots within the Subdivisions of this Association wherein Lot owners have failed to maintain same in keeping said Lot(s) free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said Lot owner(s). It shall have an Easement and/or License of Entry over any Lot within the Subdivisions for the purposes of this Lot maintenance.

L. To convey for cash, terms and/or exchange property owned by the Association; by majority vote of the membership to acquire for cash, terms and/or exchange any additional real property contiguous to real property owned by the Association; to sue and be sued; to contract for services; to provide for operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all Lot owners within the Subdivisions of this Association to become and be members of the Association; and to transact any and all lawful business.

M. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected against a Lot owner's Lot within the Subdivisions with interest, costs and attorney's fees, by legal action, if necessary.

N. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions recorded in Official Records Book 3302, Pages 1682 through 1692, Public Records of Polk County, Florida; those Restrictive Covenants and Conditions recorded in Official Records Book 3426, Pages 0053 through 0055, Public Records of Polk County, Florida; those Restrictive Covenants and Conditions recorded in Official Records Book 3426, Pages 0056 through 0064, Public Records of Polk County, Florida; and any amendments thereto; these Articles of Incorporation, and this Association's By-Laws, Rules, and Regulations.

ARTICLE III

2. A. Each owner of Lots 10 through 45, inclusive, THE HIGHLANDS ADDITION, PHASE II, Plat Book 96, Page 42, Public Records of Polk County, Florida; Lots 1 through 14, inclusive, WOODWIND HILLS, Plat Book 98, Page 13, Public Records of Polk County, Florida; and Lots 1 through 39, inclusive, WOODWIND HILLS ADDITION, Plat Book 98, Page 27, Public Records of Polk County, Florida, shall be a member of the Association in accordance with Article IV. As a member, each Lot owner shall be liable and obligated for maintaining the Association and the cost of maintenance, improvement and operation of the various common areas under control of the Association, including those operational costs that may be attributable to a special lighting district(s) for the Subdivisions, and any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined in Article III (1) (A-N, inclusive). Each Lot membership shall bear equal proportion of each assessment regardless of a Lot's location, dimension or size. Any unpaid assessment due at any time shall be and become the obligation of a subsequent owner(s) of a Lot upon purchase of said Lot.

B. During the month of October in each year, commencing in 1994, the Board of Directors of the Association shall fix the amount of the Association's maintenance, improvement and operation assessment for the ensuing fiscal year commencing November 1st. During the month of October in each year, commencing in 1996 or sooner, the Board of Directors shall also call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors and conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before November 30th of each succeeding year with the initial assessment payable on or before November 30, 1994 for the fiscal year November 1, 1994 - October 31, 1995. The amount of the annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members and incidental to the operation of the Association. Special Assessments for these purposes may, from time to time, be made by the Board of Directors of the Association.

C. The Call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) days from the date the Call is mailed), time and place of said meeting; and shall be mailed to all Lot owners at the last addresses for said owners shown on the books and records of the Association or to the Lot owner's addresses as shown on the Polk County

Tax Rolls. The annual election of the Board of Directors, the fiscal year's annual assessment and business of the Association shall be determined at the meeting by the affirmative written vote of the majority of those Association members present and voting in person or voting by proxy at said meeting who shall be deemed a member of the Association in accordance with Article IV and Article V, as the case may be.

D. Following an annual meeting of the Board of Directors and/or the Association, written annual assessments voted for any of those purposes enumerated in Article III (1) (A-N, inclusive) shall be mailed by the Association to all Lot owners who are members in accordance with Article IV and Article V, as the case may be. Annual assessments and charges shall apply to a fiscal year (November 1st - October 31st), shall be deemed to be due as of November 1st of each year, and shall be payable in one annual installment. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

ARTICLE IV

MEMBERS

The owners of each Lot in THE HIGHLANDS ADDITION, PHASE II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; WOODWIND HILLS Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; and WOODWIND HILLS ADDITION Subdivision, Plat Book 98, Page 27, Public Records of Polk County, Florida, as provided in Article III (2)(A) who shall be obligated to pay the normal and any special assessment(s) which may, from time to time, be fixed by the Board of Directors and/or the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein, as regulated by the Board of Directors of the Association, the By-Laws, Rules and Regulations of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots as outlined in Article III (2)(A) and Article V.

Membership shall be on a fiscal year basis and shall automatically be transferred during a fiscal year with the transfer of Lot ownership. There shall be no proration, except as between Lot owners, of membership assessments; and any unpaid assessments due at any time shall be and become the obligation of a new Lot owner upon the purchase of said Lot.

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

ARTICLE V

ADDITIONAL FUTURE MEMBERS

Those present and/or future owners of all or a part of that real property within or adjacent to the Northerly boundary of THE HIGHLANDS ADDITION, PHASE II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida, and WOODWIND HILLS Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida, hereinafter described shall be eligible for membership in the Association provided, however, a mandatory membership requirement similar as contained in these Articles shall be imposed upon said real properties by Restrictions of Public Record in Polk County, Florida, and those Articles of Incorporation, By-Laws, Rules and/or Regulations that might be pertinent thereto. Said additional future members upon membership attainment shall at that time be entitled to vote in Association matters, be subject to assessments

herein set forth, and shall be entitled to all privileges and subject to all duties herein enumerated in these Articles of Incorporation as if an original member hereof.

Said real properties eligible for membership herein referenced are located in:

Tract "A", THE HIGHLANDS ADDITION, PHASE II
SUBDIVISION, Plat Book 96, Page 42, Public Records of
County, Florida; AND the N 1/2 of the NW 1/4 of the NE
1/4; All being in Section 16, Township 29 South, Range 24
East, Polk County, Florida.

Said membership inclusion within the Association shall be automatically attained upon development of all or a part of the above-referenced real properties into single-family residential Lots and upon written request from the developer and/or those owners of said developed Lots whereupon the owner(s) of said developed Lots shall automatically become members of and abide by these Articles of Incorporation, together with the By-Laws, Rules, Regulations and Assessments of this Association, as from time to time may be amended. Membership so attained shall require the Association to assume the ownership and/or operation by the Association of any surface water management system contained within the additional development(s) and serving said additional development Lots in accordance with the operational Permit(s) therefore as may have been issued by the Southwest Florida Water Management District; which Permit(s) shall be transferred to this Association and accepted by the Association as the successor permitted operating entity.

In regard to any future development(s) of the above-described real properties for membership in this Association as set forth herein, the developer thereof shall have the right to modify the Surface Water Management Permit(s) in regard to any Drainage Easements and/or Retention/Detention Areas within the Subdivisions that are members of this Association and/or any other subdivisions subsequently developed and embraced within the legal descriptions hereinabove referenced; provided, however, that any modification thereof is approved by the Southwest Florida Water Management District. Consent thereto, if required by the Association, may be given by those members of the original Board of Directors as set forth in Article X and/or the original Officers as set forth in Article IX in these Articles of Association.

Reference is hereby made and adopted per those Paragraphs 19, 20, 21 and 22 of those Restrictive Covenants and Conditions recorded in Official Records Book 3302, Pages 1682 through 1692, Public Records of Polk County, Florida, as amended, and per those Paragraphs 19 and 21 of those Restrictive Covenants and Conditions recorded in Official Records Book 3426, Pages 0056 through 0064, inclusive, Polk County, Florida, as they shall pertain to this Article V and to Additional Future Members and those real properties hereinabove described.

ARTICLE VI

VOTING

The Association shall have one class of voting membership made up of all Lot owners as outlined in Article III (2)(A), Article IV, and Article V. Each member shall be entitled to one vote for each Lot owned; provided, however, that said Lot owner shall not be delinquent at the time that a vote shall be taken as to any assessments attributable to the Lot as provided herein. When more than one person or entity holds an ownership interest in any Lot, all shall be members; however, the vote for such Lot shall be exercised by only one member designated in writing to the Association. In no event shall more than one vote be cast with respect to any one Lot.

DIRECTORS
APPOINT
OFFICERS

ARTICLE VII

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors immediately following the annual meeting of the Association in 1996 and at each annual meeting thereafter. The President and Vice-President shall be members of the Board of Directors but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible.

ARTICLE VIII

OFFICERS

The names of the initial Officers who are also the subscribers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

W. Wm. Ellsworth, Jr.	-	President
V. Frederick Strawbridge	-	Vice-President
Linda S. Kavney	-	Secretary/Treasurer

ARTICLE IX

DIRECTORS

1. The Association shall have three (3) Directors initially. Thereafter, the number of Directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

2. The names and addresses of the persons who are to serve on the first Board of Directors are:

W. Wm. Ellsworth, Jr.	-	6700 S. Florida Avenue Suite #6 Lakeland, FL 33813
V. Frederick Strawbridge	-	5120 South Lakeland Dr. Suite #2 Lakeland, FL 33813
Linda S. Kavney	-	6700 S. Florida Avenue Suite #6 Lakeland, FL 33813

3. The initial Directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

4. At each annual meeting of the members of the Association, they shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such Directors shall serve until the next annual meeting of the Association.

5. In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors in accordance with Article IX (4 above). The replacement member of the Board of Directors shall serve the remainder of the term of his or her predecessor.

6. No member of the Board of Directors or any Officers of the Association, or any committee member of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.

7. The Board of Directors shall see that all assessments shall be assessed equally against all Lot owners as outlined in Article III (2)(A), Article IV and Article V. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of all assessments.

8. The Board of Directors, from time to time, may adopt By-Laws of the Association which may be amended, modified and/or rescinded by them. In addition, any By-Laws so adopted may be amended, modified and/or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE X

LIENS

The Association shall be empowered through its officers and/or Board of Directors to place a charging Lien against a Lot owner's Lot within the Subdivisions that are members of the Association for nonpayment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association, and to prosecute said Lien through civil action for foreclosure against a Lot owner's Lot in accordance with the Laws of the State of Florida. Removal of said Lien shall require the Lot owner to pay said Lien amount in full, including interest at the lawful rate allowed by law, recording costs, and attorney's fees. A charging Lien hereunder shall be subordinate to a mortgage lien of any financial institution having a mortgage upon said Lot whether originating before or after said charging Lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any Lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments; charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said Lot; however, said accrued and uncollected assessments, charges and/or costs shall not be discharged as to a subsequent third party purchaser of said Lot until they shall have been paid in full in accordance herewith.

ARTICLE XI

AMENDMENTS

Except as set forth in Article V, the Association through its membership shall have the absolute right to amend, modify and/or rescind any or all of the Restrictive Covenants and Conditions pertaining to THE HIGHLANDS ADDITION, PHASE II Subdivision as recorded in Official Records Book 3302, Pages 1682 through 1692, Public Records of Polk County, Florida, and as amended; WOODWIND HILLS Subdivision, as recorded in Official Records Book 3426, Pages 0053 through 0055, Public Records of Polk County, Florida; and WOODWIND HILLS ADDITION Subdivision, as recorded in Official Records Book 3426, Pages 0056 through 0064, Public Records of Polk County, Florida, by amendment, modification and/or rescission thereof upon the written direction of 75% or more of the membership of the Association.

Other than the foregoing right to amend, modify and/or rescind said Restrictive Covenants and Conditions pertaining to each Subdivision hereinabove referenced, other amendments, modifications and/or rescissions to these Articles of Incorporation shall be approved by the Board of

Directors, proposed by them to the members of the Association and approved by a two-thirds (2/3's) vote of the members, which comprise all of the Lot owners of the Subdivisions and real properties as set forth in Articles IV and V herein.

Notwithstanding the foregoing, however, no amendment, modification and/or recision to any Restrictive Covenants and Conditions and/or these Articles of Incorporation may be made that would affect the surface water management system of the Subdivisions that are members in this Association, including the water management portion of the common areas thereof as Permitted by the Southwest Florida Water Management District and/or any other surface water management system constructed within those adjacent real properties as set forth in Article V hereinabove and the water management portion of the common areas pertaining thereto unless prior approval thereof is obtained from the Southwest Florida Water Management District.

ARTICLE XI

TERM


This Association shall have perpetual existence; however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the Laws of the State of Florida, then and in that event, the Drainage Easements and/or Drainage/Retention Easements as shown on the Plats of THE HIGHLANDS ADDITION, PHASE II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; WOODWIND HILLS Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; and WOODWIND HILLS ADDITION Subdivision, Plat Book 98, Page 27, Public Records of Polk County, Florida, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association, or their successors, to an appropriate local governmental agency; or if not accepted, they shall be dedicated to a similar non-profit corporation chartered under the Laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, as Subscribers to these Articles of Incorporation, have hereunto set their hands and seals at Lakeland, Polk County, Florida this 10th day of August, 1994.

SUBSCRIBERS


W. WM. ELLSWORTH, JR. (Seal)


V. FREDERICK STRAWBRIDGE (Seal)


LYNDA S. KAVNEY (Seal)

ADDRESSES

6700 S. Florida Avenue
Suite #6
Lakeland, FL 33813

5120 South Lakeland Dr.
Suite #2
Lakeland, FL 33813

6700 S. Florida Avenue
Suite #6
Lakeland, FL 33813

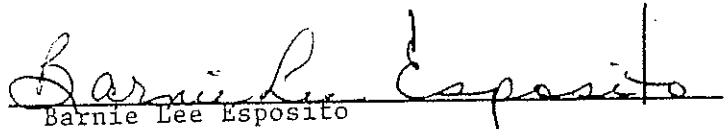
ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF POLK

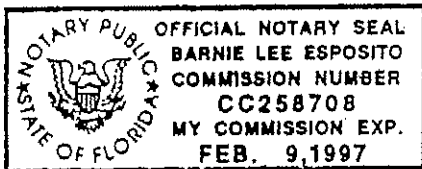
Personally appeared before me, a Notary Public, authorized to take acknowledgements in the State and County set forth above, W. Wm. ELLSWORTH, JR., V. FREDERICK STRAWBRIDGE and LINDA S. KAVNEY, each of whom is personally known to me to be the persons who executed the foregoing Articles of Incorporation for the purposes therein expressed and as the Subscribers thereto and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 10th day of August, 1994.


Barnie Lee Esposito

Notary Public-State of Florida

(Notarial Seal)



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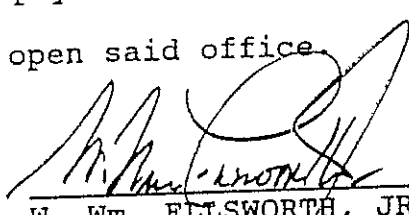
CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.0501, Florida Statutes, the following is submitted, in compliance with said Act:

That THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC., desiring to organize a corporation not-for-profit under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, being located at 6700 S. Florida Avenue, Suite #6, Lakeland, Florida 33813, has named W. Wm. ELLSWORTH, JR., whose address is 6700 S. Florida Avenue, Suite #6, Lakeland, Polk County, Florida 33813, as its Agent to accept Service of Process within the State.

ACKNOWLEDGEMENT

Having been named to accept Service of Process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply simultaneously with being designated, I am familiar with and accept the obligations of this position, and I agree to comply with the provisions of said Florida Statutes relative to keeping open said office.


W. Wm. ELLSWORTH, JR.
Resident Agent
August 10, 1994

WOODWIND HILLS ADDITION SUBDIVISION
RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, is the Owner of the following described real property in Polk County, Florida described as:

Lots 1 through 39, inclusive, WOODWIND HILLS ADDITION SUBDIVISION, Plat Book 98, Page 27, Public Records of Polk County, Florida.

WHEREAS, the Owner of said property desires to impose Restrictive Covenants and Conditions on said real property for their benefit and the benefit of subsequent grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each lot as described hereinabove; the breach of which prior to January 1, 2020, A.D. shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one Lot hereinabove described to proceed with legal action to prevent furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages resulting from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants or Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of the Restrictive Covenants or Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgment or Order of Court will in no way affect any of the other Restrictive Covenants or Conditions herein set out, and such other Restrictive Covenants or Conditions shall remain in full force and effect. Additionally, the present Owner shall have the right to amend, modify and/or vacate these Restrictive Covenants and Conditions as to any or all of said Lots at any time prior to the termination thereof; provided, however, that said Lots affected by said amendment, modification and/or vacation shall be those at that time still owned by the present Owner or said amendment, modification and/or vacation shall also be joined in and executed by the Subsequent Grantee of any Lot in this Subdivision affected, as the case may be; and provided further, that no amendment, modification and/or vacation may be made that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portion of the common property areas and the obligation of The Highlands Addition, Phase II, Woodwind Hills, & Woodwind Hills Addition, Property Owners' Association, Inc. and its members as set forth in Paragraph 21 to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect, these Restrictions as pertaining thereto shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

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

2. No business activity shall be conducted or carried on in connection with the residential usage of any one Lot other than the renting of the dwelling unit contained thereon. Further, no signs of

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any character may be exhibited or displayed upon any Lot except for the purpose of advertising the property for sale or rent; or signs used by a builder, subcontractor, or financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully identifying the owner of the residence; or signs of a reasonable display area tastefully identifying the name of the Subdivision.

3. No single-family dwelling residence may exceed two stories in height. All residences shall contain a minimum of 2,000 square feet on the ground floor unless it shall be a two-story residence in which event it shall contain a minimum of 2,400 square feet of which 1,250 square feet shall be on the ground floor. Garaging beneath a two-story or split-level residence shall not be construed as either ground floor or an additional story. The term "ground floor" means the footing area on the ground, whether or not the same is on the lowest level. All square footage shall be measured by outside dimensions, exclusive of garages, porte-cocheres, patios, screened or unscreened porches and covered walkways, breezeways and approaches.

4. Each residence shall contain a minimum enclosed standard double-car garage not less than 20 linear feet in width having a minimum opening width of 16 feet X a height of 7 feet with a garage door for ingress and egress purposes and shall be moveable with an automatic garage door opener device electronically operated. Each garage shall be an architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. There shall be a paved asphalt or concrete driveway adequate in width for vehicular use from the garage to the platted street right-of-way and the roadway constructed thereupon adjacent to the residential Lot within the Subdivision or to Harrells Nursery Road adjacent to the East boundary of the Subdivision, as the case may be.

5. All construction on each Lot shall be new construction. No used buildings or structures shall be moved onto any Lot; nor shall there be any storage of building supplies on any Lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, wood-treatment or other similar treatment and in keeping with other residences in the Subdivision. No unfinished exposed concrete block walls shall be permitted. No prefabricated, modular or geodesic-dome type residence shall be allowed to be moved into or constructed within the Subdivision.

6. Out-buildings and/or accessory buildings other than garages and/or carports shall be allowed; however, all detached out-buildings and/or accessory buildings must (architecturally be compatible) with the residential unit, and said building(s) shall comply with any Zoning and/or Variance Requirements of any Governmental Entity having jurisdiction thereof in effect at that time and pertaining thereto. No tents, garages, out-buildings or attachments shall be erected on any Lot prior to construction of the main residence; and none shall be used as a residence, either temporary or permanent.

7. No part or portion of any single-family dwelling residence, garage or building on any Lot shall be erected closer to any property line as follows: For front-yard purposes, no closer than 25 feet from the right-of-way of any public roadway within or adjacent to the Subdivision; nor closer than 25 feet from any exterior side-yard property line; nor closer than 10 feet from any interior side-yard property line with a total of 25 feet on both sides; nor closer than 30 feet from any rear-yard property line. Further, no part or portion of any single-family residence, garage or outbuilding on any Lot shall be erected closer to any property line setback requirement that may at the time of said erection be imposed or imposable by applicable Zoning Ordinance(s) affecting said Lot by Polk County, Florida.

Each residence shall be built on a Lot as to face for front-yard purposes, the lot-line having the shortest frontage along any

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adjacent public road right-of-way. Within the minimum front building site setback area, no wall, fence or hedge along or near the boundary of any Lot shall be constructed, placed or grown to a height exceeding four (4) feet above normal ground level. In addition, there shall not be placed within the minimum front-yard building setback area security chain-link fencing. Further, any other fencing, walls or like structures constructed, placed or grown elsewhere on a Lot shall not exceed eight (8) feet in height. However, there shall be no restriction as to fencing, walls or hedging that may be constructed, placed or grown upon and/or within the front building site set-back areas of Lots 34 through 39, inclusive (except the height limitation of eight (8) feet for fencing and walls as set forth above shall be applicable), within or immediately adjacent to that portion of said Lots bordering Harrells Nursery Road.

Carry out tools, garage, mowers & maintenance of lawn & shrubs of mail box

8. All Lot yards must be sodded with grass and/or planted in ground-cover which the Lot owner shall property maintain. Receptacles for mail and/or paper deliveries placed adjacent to or upon the roads rights-of-ways within or adjacent to the Subdivision by Lot owners in the Subdivision shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the Lot owner in keeping with the intention of these Restrictions so as not to degrade the value of the residence or adjacent properties in the Subdivision. There shall be no permanent Receptacles for garbage and/or trash located in the front-yard of any Lot on or adjacent to the right-of-way of the Platted Roadways within the Subdivision. In addition, all Receptacles for garbage and trash, except during the days of scheduled pick-up, shall be located as not to be visible by vehicular traffic traveling along the Platted Roadways within the Subdivision.

9. All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. Outside television aerials and antennas must be located in the rear of the residence. No satellite dish or wireless cable receiver shall be located upon any Lot within the Subdivision unless having a diameter of 24" wide or less and located in the rear of the residence. Any aerial, antenna and/or satellite dish shall have a height limitation at its top of 10 feet above the highest point of the residence. Appliances are to be housed in an enclosed permanent structure. (All lawn mowers, bicycles, building materials, and unsightly objects must be stored so as to be out of view from the streets within the Subdivision.)

10. All vehicles which would be permitted on a Lot, must be in operative condition and bear a current year's tag. No housetrailer or mobile homes shall be parked on any Lot at any time. Additionally, except for commercial delivery vehicles, there shall be no parking of any trucks of any nature including motorhomes, vans and/or campers upon the rights-of-way of the Platted Roadways within the Subdivision. Further, there shall be no parking of any trucks or motor homes of any nature (other than pick-up trucks, vans or campers) upon a Lot. No motorhomes, vans or campers shall be used in the Subdivision as a residence either temporary or permanent. (No campers or motor vehicles shall be stored upon any Lot.) Boats and boat-trailers may be stored upon a Lot only in the garage of the residence or behind the residence in the rear (back-yard) of the Lot under an appropriate shelter. All motor vehicles, cycles and other engine-run apparatus located and/or run within the Subdivision by a Lot owner, their guests and/or invitees, will carry legal sound control devices as prescribed by the manufacturer.

11. No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any Lot. Dogs, cats and other household pets may be kept on a Lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure is used in the keeping of them. No agricultural activities on a Lot (other than citrus caretaking and harvesting) shall be permitted which results in the sale

of an agricultural product grown on the premises whether sold in or out of the Subdivision.

12. No Lot without a residence constructed thereon shall be used for parking purposes nor shall any Lot be used without the express, written permission of the present Owner, its successors and/or assigns, for ingress, egress, utility and/or drainage purposes to adjacent properties.

13. Each Lot owner shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of that owner's respective Lot for residential purposes. No major alteration of ground elevation shall be permitted on any Lot. No Lot owner shall construct outdoor clotheslines or expose fuel tanks on any Lot. Each Lot owner shall be responsible for Lot and yard maintenance (which shall include periodic mowing thereof) and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof - keeping the same free of debris and trash, unsightly weeds and litter.

14. The integrity of the drainage design of the Subdivision must be maintained, and no Lot owner shall impair or divert any manmade drainage structure areas and/or easement within or adjacent to the Subdivision. In addition, no owner of property within the Subdivision may construct or maintain any building, residence, or otherwise undertake any activity which requires a permit from the Southwest Florida Water Management District in the wetlands, buffer areas, flood plain areas, and upland conservation areas that may be described in Southwest Florida Water Management District General Management Surface Water Permit No.401608.04 and the recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Florida Administrative Code Rule Chapter 40D-4.

15. No building or improvement within the Subdivision which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If not reconstructed or repaired within six (6) months, the owner shall raze and remove the building or improvement from the Lot promptly thereafter. The building of every residence, structure or other improvement upon a Lot shall be diligently and continuously pursued until completed by a Lot owner and may not be abandoned without completion.

16. Nothing contained herein shall prevent the present Owner, Imperial Realty & Development Company, its successors and/or assigns, and contractors or subcontractors from doing or performing upon any part of the Subdivision not conveyed or transferred that may be determined to be necessary or advisable to complete the Subdivision development, including without limitation:

(a) Erecting, constructing and maintaining a sales office and/or model(s) exhibits as may be necessary for the completion of the development and establishing it as a residential community and disposing of it by Lots or residential units through sale, lease or otherwise; and

(b) Maintaining such signs thereon and other advertising media as may be necessary in connection with the sale, lease or other transfer of the development in either Lots and/or residential units to third parties.

17. The owners of each residence and/or Lot within the Subdivision shall utilize, if available, public water and sewer and/or public or private street lighting and timely pay those charges occasioned by the utilization of such services.

18. No noxious activity, trade or business of any sort shall be

carried on upon any Lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Lot that will in any way injure the value of any

adjoining Lot, the surrounding property or the Subdivision as a whole, or adjacent property.

19. The present Owner, Imperial Realty & Development Company, its successors and/or assigns Reserves the Right to dedicate additional public and/or private utility and/or drainage easements along the perimeter of any one Lot within the Subdivision and owned by it. Further, the present Owner, Imperial Realty & Development Company, its successors and/or assigns Reserves the Right to grant, convey, and/or dedicate and/or to expand the use and benefit for subsequent owners of adjacent real properties hereinafter described all drainage Easements as are contained within the Plat of this Subdivision or hereinafter imposed upon any property contained within said Plat by said Owner, its successors and/or assigns. Said real properties adjacent to the Subdivision herein referenced are: The Highlands Subdivision, Plat Book 88, Page 38, Public Records of Polk County, Florida; The Highlands Addition, Phase I Subdivision, Plat Book 93, Page 10, Public Records of Polk County, Florida; The Highlands Addition, Phase II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; Woodwind Hills Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; AND The N 1/2 of the NW 1/4 of the NE 1/4; all being in Section 16, Township 29 South, Range 24 East, Polk County, Florida.

20. LOT 33, WOODWIND HILLS ADDITION SUBDIVISION, PLAT BOOK 98, PAGE 27, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

There is noted upon the East portion of Lot 33 as depicted upon the Plat of said Lot "Drainage/Retention Easement". In this regard, the responsibility for all maintenance, repair, and/or improvements of that portion of Lot 33 as required by the Surface Water Permit pertinent thereto and as issued by the Southwest Florida Water Management District shall be the responsibility of The Highlands Addition, Phase II, Woodwind Hills, & Woodwind Hills Addition, Property Owners' Association, Inc. as hereinafter set forth. In this regard, maintenance and/or improvements may include planting areas (with or without irrigation attributable thereto and utility charges), fencing, hedging, and/or the construction of a perimeter wall along or near the boundary of that Drainage/Retention Easement area. The Association shall have a perpetual Easement and/or License of Entry for these purposes.

21. THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC.:

Each Lot owner is a mandatory member of The Highlands Addition, Phase II, Woodwind Hills, & Woodwind Hills Addition Property Owners' Association, Inc., which shall have perpetual existence and be chartered as a not-for-profit corporation under the laws of the State of Florida, and will maintain membership in the Association as long as the Lot is owned. Each Lot owner further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Association, By-Laws and Rules and Regulations of the Association as may be amended from time to time; however, no amendment shall be made as to either the Articles of Association, By-Laws, Rules and Regulations of the Association that will in any way exclude mandatory membership of each Lot owner of the Subdivision or affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the Property Owners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval thereof otherwise is obtained from the Southwest Florida Water Management District. In addition, the membership of the Association may include those owners of all or a part of that real property adjacent to the Subdivision herein

referenced and located in:

The Highlands Addition, Phase II Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; Woodwind Hills Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; AND The N 1/2 of the NW 1/4 of the NE 1/4; all being in Section 16, Township 29 South, Range 24 East, Polk County, Florida.

Said membership inclusion within the Association shall be automatically attained upon development of all or a part of the above-referenced real property into single-family residential Lots and shall be attained upon written request from the developer and/or those owners of said developed Lots whereupon they shall automatically shall automatically become members of and abide by the Rules, Regulations and Assessments of The Highlands Addition, Phase II, Woodwind Hills, & Woodwind Hills Addition Property Owners' Association, Inc., its Articles of Association and By-Laws as from time to time may be amended. Membership so attained shall require inclusion of the ownership and/or operation by the Association of any surface water management system contained within the additional development and serving said additional development Lots in accordance with the operational Permit therefore as may have been issued by the Southwest Florida Water Management District which shall have at that time be transferred to said Association as the permitted operating entity.

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A. The Property Owners' Association shall be empowered:

1. To enforce these Restrictive Covenants and Conditions either for its own account or in conjunction with other Lot owners.

2. To modify these Restrictive Covenants and Conditions and/or join in a variance request as may be required by the County of Polk, Florida on a reasonable basis to prevent undue hardship in the placement of any structures upon any Lot.

3. To manage, maintain, construct and/or repair all Drainage Easements and/or all Drainage/Retention Easements for the use and benefit of all property owners of the Subdivision. This shall specifically include, but not be limited to, that Drainage/Retention Easement area designated upon the Easterly portion of Lot 33 upon the Plat of Woodwind Hills Addition Subdivision. In this regard, the Association shall perpetually operate and maintain said Drainage Easements and/or Drainage/Retention Easements as common property in accordance with the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual Easement and/or License of Entry over any Lot for the purposes of maintenance of Drainage Easements and/or Drainage Retention Areas within the Subdivision.

4. To maintain and/or improve any walls, fencing, and/or hedging that may be erected and placed upon and/or along the perimeter boundary of the East portion of Lot 33 of the Subdivision containing that Drainage/Retention Easement Area by either Imperial Realty & Development Company and/or its successors and/or assigns and/or The Property Owner's Association. In this regard, maintenance and/or improvements may include planting areas (with or without irrigation attributable thereto and utility charges), fencing, hedging and/or the construction of a perimeter wall located upon and/or near the perimeter boundary of that Drainage/Retention Easement Area of Lot 33. It shall have an Easement and/or License of Entry over those Lots within the Subdivision adjacent or Lot 33 (as well as over Lot 33 itself) for the purposes of this maintenance and/or improvement.

5. To enact Rules of Use and to maintain its ownership in any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

6. To place Easements of Record, if necessary, for utility and/or drainage along the perimeter of any lot line in the Subdivision.

7. To maintain security within the Subdivision, it shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

8. To obtain, if it desires, insurance covering the Association for loss purposes, whether for casualty or liability, on the walls, fences, Drainage Easements, Drainage/Retention Easements within the Subdivision and any parcel of real property or Easement including any improvements thereupon that may be conveyed to the Association for the common use of all members as well as covering the Directors, Officers, committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association. L

9. To pay utilities, together with real estate taxes and assessments, if any, attributable to any property owned by the Association and/or any improvements within the Subdivision which are being maintained by the Association.

10. It shall have the right, but not the duty, to maintain improved or unimproved Lots within the Subdivision wherein Lot owners have failed to maintain same in keeping said Lot(s) free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said Lot owner(s). It shall have an Easement and/or License of Entry over any Lot within the Subdivision for the purposes of this Lot maintenance.

11. To convey for cash, terms and/or exchange property owned by the Association; by majority vote of the membership to acquire for cash, terms and/or exchange any additional real property contiguous to real property owned by the Association; to sue and to be sued; to contract for services; to provide for operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all Lot owners within the Subdivision to become and be members of the Association; and to transact any and all lawful business.

12. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected against a Lot owner's Lot within the Subdivision, with interest, costs and attorney's fees by legal action, if necessary.

13. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under these Restrictive Covenants and Conditions, and any amendments thereto; its Articles of Incorporation, By-Laws, Rules, and Regulations.

B. Lot Owner's Responsibilities to the Association:

1. Each Lot and/or property owner shall be liable and obliged to pay to the Property Owners' Association an annual property improvement and management fee covering the cost of maintenance, improvement and operation of the various common areas under control of the Property Owners' Association hereinabove reference which are for the private use and benefit of the property and Lot owners. Each Lot that has membership in the Association shall bear equal portion of each annual assessment regardless of a Lot's location, dimension or size.

2. Each Lot owner as a member of the Association (provided said Lot owner is a member in good standing) shall be entitled to one (1) vote for each Lot owned at all Association membership meetings.

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3. There shall be a \$50.00 initial membership fee per Lot payable upon Lot acquisition from the present Owner. Commencing November 1, 1994, there shall be made an annual assessment by the Association for each Lot membership in the Association, including any owned by the present Owner, Imperial Realty & Development Company, and unsold at that time. The annual assessments shall be payable in advance on or before November 30th of each preceding year with the initial annual assessment payable on or before November 30, 1994 for the fiscal year November 1, 1994 - October 31, 1995. There shall be no proration, except as between Lot owners and except as is set forth in Paragraph B.4. below, of any assessments and any unpaid assessments due at any time shall be and become the obligation of a new Lot owner upon purchase of said Lot. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members and incidental to the operation of the Association. Special Assessments for these purposes may, from time to time, be made by the Board of Directors of the Association.

4. There shall be no assessment until November 1, 1994 as hereinabove set forth; however, the present Owner agrees to maintain, improve and/or operate all common areas within the Subdivision and for and on behalf of the Association until August 10, 1995 at no expense to Lot owners of the Subdivision and/or the Association, so that, in effect, any subsequent Lot owners within the Subdivision shall only be required to pay that pro-rata annual assessment amount attributable to said Lot as acquired from August 10, 1995 through October 31, 1995. During the month of October in each year, commencing in 1994, the Board of Directors of the Association shall fix the amount of the Association's maintenance, improvement, and operational assessment for the ensuing fiscal year; the payment of which by Lot owners shall be in accordance with Paragraph B.3 above.

5. During the month of October in each year, commencing in 1996, or sooner, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operational assessment; and conducting old and new Association business for the ensuing year. Said call shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to the Lot owners at the last address for said owners shown on the books and records of the Association or to the Lot owner's address as shown on the Polk County Tax rolls. The annual election of the Board of Directors, the fiscal year's annual assessment and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present in person or voting by proxy at said meeting.

6. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the Lot owner's Lot within the Subdivision for non-payment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws and Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said Lot whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on said Lot, and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said Lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

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

8. The Association through its membership shall have the absolute right to modify all of the Restrictions contained herein by amendment, deletion and/or addition thereto upon the written direction of 75% or more of the membership in the Association; however, no amendment, deletion and/or addition thereto may be made that would affect the surface water management system of the Subdivision, including the water management portion of the common areas unless prior approval thereof is obtained from the Southwest Florida Water Management District. In effect, the Member's and the Association's obligation for the maintenance of the surface water management system of the Subdivision as specifically set forth in Paragraph 21 and 21 A.3. of these Restrictive Covenants and Conditions shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of these Restrictive Covenants and Conditions.

IN WITNESS WHEREOF, Kent C. Ellsworth, President of IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, has for the purposes herein expressed executed these Restrictive Covenants and Conditions this 10th day of August, 1994.

Witnesses:

IMPERIAL REALTY &
DEVELOPMENT COMPANY

Linda S. Kavney
Linda S. Kavney
W. Wm. Ellsworth, Jr.
W. Wm. Ellsworth, Jr.

BY: [Signature]
KENT C. ELLSWORTH, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS were acknowledged before me by Kent C. Ellsworth, President of IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, who is personally known to me and did not take an oath on this 10th day of August, 1994.

(Notarial Seal)

Linda S. Kavney
LINDA S. KAVNEY #CC 053342
Notary Public-State of Florida

Notary Public, State of Florida at Large
My Commission Expires Oct. 7, 1994

115	x	37.0
291	x	5.0
128	x	9.0
SUBTOTAL		51.0
CHECKSS		51.00

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THE HIGHLANDS ADDITION, PHASE II SUBDIVISION
AMENDED RESTRICTIVE COVENANTS AND CONDITIONS
AND WOODWIND HILLS SUBDIVISION
RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, as the Owner thereof, imposed those certain Restrictive Covenants and Conditions upon the following described real property in Polk County, Florida, described as:

Lots 1 through 9, inclusive, and Lots 46 through 50, inclusive, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, Plat Book 96, Page 42, Public Records of Polk County, Florida; and

WHEREAS, under the terms of the above referenced Restrictive Covenants and Conditions, recorded in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, IMPERIAL REALTY & DEVELOPMENT COMPANY, as the present Owner of the above described Lots, reserved the right to amend, modify, and/or vacate said Restrictions in respect to said Lots; and

WHEREAS, IMPERIAL REALTY & DEVELOPMENT COMPANY, has as the Owner of the above described Lots, replatted said Lots into WOODWIND HILLS SUBDIVISION as shown in Plat Book 98, Page 13, Public Records of Polk County, Florida, wherein and whereby Lots 1 through 9, inclusive, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, have been replatted as Lots 1 through 9, inclusive, WOODWIND HILLS SUBDIVISION in all dimensional respects (each Lot respectively being numbered correspondingly with the same Lot number in each Subdivision); and Lots 46 through 50, inclusive, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, have been replatted as Lots 10 through 14, inclusive, WOODWIND HILLS SUBDIVISION in all dimensional respects (Lots 46 through 50, inclusive, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, being renumbered respectively as Lots 10 through 14, inclusive, WOODWIND HILLS SUBDIVISION); and

WHEREAS, said Owner desires by this instrument to amend and modify the foregoing Restrictive Covenants and Conditions in all respects as pertaining to said Lots as to conform them with their replatting:

NOW THEREFORE, in consideration of the foregoing, IMPERIAL REALTY & DEVELOPMENT COMPANY, hereby this Instrument amends and modifies those Restrictive Covenants and Conditions dated October 27, 1993, recorded October 28, 1993, in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, as pertaining to all of the above described Lots formerly within THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, and now within WOODWIND HILLS SUBDIVISION, so that in all respects all reference to said Lots in said Restrictive Covenants and Conditions being formerly described as said Lots within THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, are now and henceforth referenced in said Restrictive Covenants and Conditions as being said Lots as replatted and contained within WOODWIND HILLS SUBDIVISION.

IN ADDITION:

a. Lot 8, less the West 50 feet thereof, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, Plat Book 96, Page 42, Public Records of Polk County, Florida, has been replatted as Lot 8, WOODWIND HILLS SUBDIVISION, Plat Book 98, Page 13, Public Records of Polk County, Florida, and said West 50 feet thereof has been dedicated by virtue of said replat as a portion of that road right-

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of-way of "Woodwind Hills Drive". In this regard, Lot 8, WOODWIND HILLS SUBDIVISION, is hereby subjected in all respects to those Restrictive Covenants and Conditions herein referenced as if originally imposed thereupon and said Restrictions are amended and modified accordingly.

b. Those references to that road right-of-way of "Highlands Vue Parkway" as contained in Paragraphs 7 and 21 of said Restrictive Covenants and Conditions herein referenced are hereby amended and modified in substitution and shall be henceforth referenced as that road right-of-way of "Woodwind Hills Drive".

c. WOODWIND HILLS SUBDIVISION as platted in Plat Book 98, Page 13, Public Records of Polk County, Florida, has superimposed thereupon a wall easement notation as affecting the Easterly boundary portion of Lots 1 through 4, inclusive, Lot 13 and Lot 14, and the Westerly boundary portion of Lots 9 through 12, inclusive. In this regard, the Owner, its successors and/or assigns hereby reserves the right within said wall easement(s) to construct at its expense a wall, fence and/or hedge which height may not exceed that as set forth in Paragraph 7 of said Restrictive Covenants and Conditions herein referenced and the repair, maintenance and/or upkeep of which shall upon conveyance ultimately become the responsibility of the subsequent owner of said Lot so affected.

WHEREAS, IMPERIAL REALTY & DEVELOPMENT COMPANY, together with Robert L. Custodio and Nancy A. Custodio, his wife, and David A. Depontbriand and Linda M. Depontbriand, his wife, as the Owners thereof, also imposed those Restrictive Covenants and Conditions above described upon all of Lots 1 through 50, inclusive, THE HIGHLANDS ADDITION, PHASE II SUBDIVISION, Plat Book 96, Page 42, Public Records of Polk County, Florida; and

WHEREAS, under the terms of the above referenced Restrictive Covenants and Conditions and specifically Paragraph 22. B.8. thereof, THE HIGHLANDS ADDITION, PHASES II & III, PROPERTY OWNERS' ASSOCIATION, INC. was given the right and authority to modify and amend the above referenced Restrictive Covenants and Conditions upon the written direction of 75% or more of the membership in said Association; and

WHEREAS, 75% or more of membership in the Association have by written direction requested said Association to modify and amend the above referenced Restrictive Covenants and Conditions as hereinafter set forth; and in response to said written direction the Board of Directors of said Association in special meeting thereof called for the purpose of considering said modification and amendment of the above referenced Restrictive Covenants and Conditions have unanimously approved and adopted said modification and amendment which pertains to all of the above recited Lots contained within THE HIGHLANDS ADDITION, PHASE II and WOODWIND HILLS SUBDIVISIONS:

NOW THEREFORE, in consideration of the foregoing, THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC. (formerly, THE HIGHLANDS ADDITION, PHASES II & III, PROPERTY OWNERS' ASSOCIATION, INC.) hereby this Instrument further amends those Restrictive Covenants and Conditions dated October 27, 1993, recorded October 28, 1993, in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, as pertaining to all of the above described Lots contained within THE HIGHLANDS ADDITION, PHASE II and WOODWIND HILLS SUBDIVISIONS so that in all respects all reference to THE HIGHLANDS ADDITION, PHASES II & III, PROPERTY OWNERS' ASSOCIATION, INC. as contained in Lots in said Restrictive Covenants and Conditions is now and henceforth referenced in said Restrictive Covenants and Conditions as being: THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC.

IN ADDITION: All references to The Highlands Addition Phase III Subdivision as contained in said Restrictive Covenants and Conditions herein referenced are hereby amended and modified to be henceforth referenced in substitution as: Woodwind Hills Addition Subdivision.

All other Restrictive Covenants and Conditions as contained within those hereinabove referenced and pertaining to THE HIGHLANDS ADDITION, PHASE II and WOODWIND HILLS SUBDIVISIONS as hereinabove referenced and not in conflict herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, together with THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, for the purposes herein expressed, have executed this Amendment of Restrictive Covenants and Conditions by its proper corporate officers this 10th day of August, 1994.

Witnesses:

Barnie Lee Esposito
Barnie Lee Esposito
Deborah J. Weicht
Deborah J. Weicht

IMPERIAL REALTY &
DEVELOPMENT COMPANY

BY: Kent C. Ellsworth
Kent C. Ellsworth, President

(Corporate Seal)

THE HIGHLANDS ADDITION, PHASE II,
WOODWIND HILLS, & WOODWIND HILLS
ADDITION, PROPERTY OWNERS'
ASSOCIATION, INC.

BY: W. Wm. Ellsworth, Jr.
W. Wm. Ellsworth, Jr., President

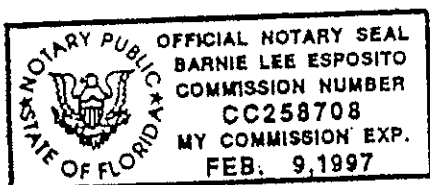
Attest: Linda S. Kavney
Linda S. Kavney, Secretary

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING AMENDED RESTRICTIVE COVENANTS AND CONDITIONS were acknowledged before me by Kent C. Ellsworth, President of IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, together with W. Wm. Ellsworth, Jr. and Linda S. Kavney, President and Secretary, respectively, of THE HIGHLANDS ADDITION, PHASE II, WOODWIND HILLS, & WOODWIND HILLS ADDITION, PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who are personally known to me and did not take an oath on this 10th day of August, 1994.

(Notarial Seal)

Barnie Lee Esposito
Barnie Lee Esposito
Notary Public-State of Florida



115	x	13.00
291	x	2.00
128	x	3.00
SUBTOTAL		18.00
CHECKSS		18.00

08/12/94

3 PURC CTR
3861 RIM 11:20

AMENDMENTS TO
ARTICLES 6 & 7 OF
RESTRICTIVE COVENANTS
OF 8/10/94

THE HIGHLANDS ADDITION, PHASE II SUBDIVISION
AND WOODWIND HILLS SUBDIVISION
AMENDED RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, as the Owner thereof, imposed those certain Restrictive Covenants and Conditions upon Lots in The Highlands Addition, Phase II, Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida; and Woodwind Hills Subdivision, Plat Book 98, Page 13, Public Records of Polk County, Florida; and

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WHEREAS, under the terms of the above referenced Restrictive Covenants and Conditions, recorded in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, and recorded in Official Records Book 3426, Pages 0053 through 0055, inclusive, Public Records of Polk County, Florida, IMPERIAL REALTY & DEVELOPMENT COMPANY, as the Owner of the above described Lots, reserved the right to amend, modify, and/or vacate said Restrictions in respect to said Lots; and

WHEREAS, said Owner desires by this instrument to amend and modify the foregoing Restrictive Covenants and Conditions as pertaining to Lot 31, The Highlands Addition, Phase II, Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida with joinder herein by the present owners of said Lot:

NOW THEREFORE, in consideration of the foregoing, IMPERIAL REALTY & DEVELOPMENT COMPANY, hereby this Instrument amends and modifies those Restrictive Covenants and Conditions dated October 27, 1993, recorded October 28, 1993, in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, and those Amended Restrictive Covenants and Conditions dated August 10, 1994, recorded August 12, 1994, in Official Records Book 3426, Pages 0053 through 0055, inclusive, Public Records of Polk County, Florida, as pertaining to Lot 31, The Highlands Addition, Phase II, Subdivision, Plat Book 96, Page 42, Public Records of Polk County, Florida, and in particular paragraphs 6 and 7 of said Restrictive Covenants and Conditions recorded in Official Records Book 3302, Pages 1682 through 1692, inclusive, Public Records of Polk County, Florida, to-wit:

6. Out-buildings and/or accessory buildings other than garages and/or carports shall be allowed; however, Lot 31 of the Subdivision shall be allowed an additional out-building and/or accessory building garage; provided, however, that the residence constructed upon said Lot shall still contain a double-car garage as required in paragraph 4 hereinabove; however, all detached...

7. No part or portion of any single-family residence, garage, or building on any Lot shall be erected closer...; nor closer than 30 feet from any rear-yard property line; however, the owner of Lot 31 of the Subdivision shall be allowed to erect an out-building and/or accessory building garage (being

customarily incidental and subordinate to the principal residence or use) and locate same not less than 7 feet from any property line of the Lot or that distance in accordance with Polk County zoning accessory building set-back requirements that may be in effect at that time. Further, no part or portion of any single-family residence,...

All other Restrictive Covenants and Conditions as contained within those hereinabove referenced and pertaining to The Highlands Addition, Phase II, and Woodwind Hills Subdivisions as hereinabove referenced and not in conflict herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, together with the present owners of said Lot 31, The Highlands Addition, Phase II, Subdivision, in consent and joinder hereof and for the purposes herein expressed, have executed this Amendment of Restrictive Covenants and Conditions this day of December, 1996.

Witnesses:

Linda S. Kavney
Linda S. Kavney

Elizabeth P. Hall
Elizabeth P. Hall

IMPERIAL REALTY &
DEVELOPMENT COMPANY

BY: S. M. Ellsworth
S. M. Ellsworth
President
P O Box 6420
Lakeland, Florida 33807

(Corporate Seal)

owner:

owner:

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING AMENDED RESTRICTIVE COVENANTS AND CONDITIONS were acknowledged before me by S. M. Ellsworth, President of IMPERIAL REALTY & DEVELOPMENT COMPANY, a Florida corporation, who is personally known to me and did not take an oath on this 9th day of December, 1996.

(Notarial Seal)



LINDA S KAVNEY
My Commission CC4023
Expires Oct. 07, 1998
Bonded by NFNU
800-224-6368

Linda S. Kavney
Linda S. Kavney
Notary Public-State of Florida