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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS
FOR THE GATES OF LAKE REGION

This Declaration is made by The Gates of Lake Region, Inc., hereinafter called Declarant, which is the owner in fee simple of certain real property located in Polk County, Florida more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference, to be known by official plat designation as The Gates of Lake Region, a planned unit development, pursuant to a plat to be recorded in the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, and to insure the residents' enjoyment of specific rights, privileges and easements in the common area Declarant hereby declares that all of the real property described in Exhibit "A" and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, and assessments 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 accrue to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to The Gates of Lake Region Homeowners' Association, Inc., a Florida corporation not for profit its successors and assigns.

Section 2. "Owner" shall mean the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 3. "Subdivision" shall mean all real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association shall be conveyed to the Association at the time of conveyance of the first Lot by Declarant. Common Area shall include all the real property constituting The Gates of Lake Region Subdivision which is not designated as a Lot or dedicated to Polk County or the City of Winter Haven. The common area includes the surface water management system as located in the subdivision.

Section 5. "Lot" shall mean and include all parcels identified as such on the plat of The Gates of Lake Region Subdivision, a planned unit development, to be recorded in the public records of Polk County, Florida upon which there has been constructed a residence building for which a certificate of occupancy has been issued by applicable government authority.

Section 6. "Declarant" shall mean The Gates of Lake Region Development, Inc., and its successors and assigns.

Section 7. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, parking lots, landscaping, lighting, recreational facilities and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 8. "Member" shall mean every person or entity who holds membership in the Association.

ARTICLE II. MEMBERSHIP IN ASSOCIATION;
VOTING RIGHTS

Section 1. *Membership in Association*. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

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

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

Class B. The Class B Member shall be Declarant, who shall be entitled to exercise three (3) votes for each Lot. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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Section 3. *Non-Payment of Charges and Assessments.* Any Member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to a vote until all such charges together with such reasonable penalties as the board of directors of the Association may impose have been paid.

ARTICLE III. PROPERTY RIGHTS OF OWNERS

Section 1. *Rights of Owners.* Each Owner shall have all rights and title of a fee simple owner of real property with respect to any Lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and any other condition voluntarily contracted.

Section 2. *Owner's Easements of Enjoyment.* Every Owner of a Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

(a) The right of the Association to adopt rules regulating the use and enjoyment of the Common Area by the Owners and others.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

(c) The right of the Declarant and its sales representatives to display sales advertising and information on the Common Area advertising Lots in the Subdivision for sale and to use the Common Area in connection with construction of improvements on the Common Area and private property.

(d) The right of the Declarant and the Association to convey or grant easements in and to the Common Area for utility services, drainage, access and other public or private uses which in their opinion benefit the Subdivision as a whole.

(e) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common areas or for constructing, repairing, or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Area provided that the lien and encumbrance of any such mortgage upon the existing Common Area described, herein, shall be subordinate to the rights of the Owners under this Declaration.

Section 3. *Parking Rights.* Ownership of each Lot shall entitle the Owner or Owners thereof to the use of any Common automobile parking spaces together with the right of ingress and egress in an upon said parking area.

Section 4. *Access.* Each Owner shall have the right to ingress and egress over and across the Common Area necessary for access to Owner's Lot and shall have the right to lateral support for Owner's Lot and shall have the right to lateral support for Owner's building. Emergency vehicles, refuse collectors and utility maintenance vehicles shall likewise have necessary access.

Section 5. *Guests and Invitees.* Each Owner, subject to such limitations as maybe imposed by the Association By-laws, may delegate the Owner's right of enjoyment in and to the Common Area and facilities to family members, guests, tenants, and invitees.

Section 6. *Easements of Encroachment.* There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the Common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Lots, and between each Lot and any adjacent portion of the Common Area along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of any Owner.

Section 7. *Other Easements.*

(a) Easements for installation and maintenance of utilities and drainage facilities may be shown on the recorded subdivision plat or granted in separate recorded instruments. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

(b) Other than as provided in Section 7, no dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of who shall have the right and privilege of doing whatever may be necessary in, on, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 8. *Right of Entry.* The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any

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reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 9. *No Partition*. There shall be no judicial partition of the Common Area nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 10. *Limitations*. Upon Use of Common Area. No boats with engines shall be allowed on the lake constructed in the subdivision. The Association's board of directors may establish reasonable rules and regulations concerning the use of the Common Area and facilities. These regulations shall be binding upon Owner and the Association may impose reasonable monetary fines and other sanctions for violation of the rules which may be collected as provided herein.

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ARTICLE IV. ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligation of Assessments*. Declarant hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to Pay to the Association: (a) annual assessments and charges; (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (c) special assessments against any particular Lot which are established pursuant to the terms of this Declaration including but not limited to reasonable fines that may be imposed. Such assessments will be established and collected as hereinafter provided. Such assessments shall be the personal obligation of the Owner and each Owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the board of directors of the Association and unless otherwise provided by the board of directors of the Association shall be paid in annual installments. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. The priority of such liens shall be determined by Section 9 of this Article.

Section 2. *Purpose of Annual Assessments*. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Owners and occupants of residences in the Subdivision, and for the improvement and maintenance of the Common Area and of the homes situated on the Lots within the Subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the Common Area.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.

(c) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(d) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the board of directors of the Association.

(e) A standard fidelity bond covering all Members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors of the Association.

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required or allowed to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Area for the benefit of Lot Owners, or for the enforcement of the provisions of the Declaration.

(g) Operation and maintenance of the surface water management system.

(h) If the Association elects, it may provide lawn care, for lots in the subdivision, and if it does so, the cost shall be added to the assessment for that lot.

Section 3. *Maximum Annual Assessment*. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant the maximum initial annual assessment shall be *Four Hundred twenty and no/100 dollars ($420.00) per Lot plus the amount of any lawn care assessment for the provision of lawn care for that lot.*.

(a) From and after January 1 of the year Immediately following the conveyance of the first Lot by Declarant, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant, the maximum actual assessment may be increased above 10% by a vote of a majority of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. *Notice and Quorum for Any Action Authorized Under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent by first class mail to all members at the last address listed on the Association's records not less than 14 days nor more than 60 days in advance of the meeting. Any person may waive notice to a particular meeting by signing a document to that effect, specifying the date, time, and purpose of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. *Uniform Rate of Assessment.* Both annual and special assessments for capital improvements must be filed in equal percentages for each Lot.

Section 7. *Date of Commencement of Annual Assessments.* The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall be payable at closing. On subsequent assessments, written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. *Exempt Property.* The assessments, charges and liens created under this Article shall not apply to the Common Area nor shall the assessments apply to land or easements dedicated to and accepted by a local public authority or any use by a utility company, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 9. *Liens for Assessments.* All sums assessed against any Lot pursuant to this Declaration together with interest and the costs of collection including a reasonable attorney's fee shall be secured by a lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot except for liens of ad valorem taxes and the lien for all sums which the Owner is obligated to pay under any first mortgage or on any mortgage to or by the Declarant duly recorded in the Public Records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records shall be deemed to consent to the liens and assessments of the Association and the subsequent lien shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. No sale or transfer of any Lot shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. *Effect of Nonpayment of Assessments;* Remedies of the Association to Enforce Assessments. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen per cent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same to collect the assessments, or may foreclose the lien against the property. Each Owner by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall also be for the benefit for all Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. *Financial Powers and Allocations.* The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including, but not limited to the power as trustee of the Members to buy, convey and hypothecate Commonly owned real property, enter into contracts, adopt rules and regulations for the general well being of the Subdivision, penalize delinquent Members, and obtain and maintain such policies of insurance as the board of directors of the Association deems necessary and desirable for the protection of the Association and its Members. Each Owner by acceptance of a deed in the Subdivision consents to the vesting of these powers in the Association.

Section 2. *Maintenance Easements*. The Association shall have the right to enter over, through and upon all of the Lots for the purpose of performing its obligations.

Section 3. *Maintenance Obligations*. The Common Area and area of Common responsibility, including the surface water management system shall be maintained substantially as originally constructed by the Declarant. The Association shall control and maintain the areas of Common responsibility in a neat, safe, attractive, sanitary and orderly condition. The Association shall maintain the Common Area in the same manner and shall also repair, reconstruct and replace all facilities, improvements, drainage facilities and landscaping thereon and thereunder when necessary or appropriate. The Association may levy the assessment described hereinbefore for these purposes. The surface water management system shall be operated and maintained by the Association.

Section 4. *Enforcement*. The Association may enforce the provisions of this Declaration by appropriate means, including but without limitation the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal actions and the promulgation of Association rules.

Section 5. *Utilities*. The Association may obtain for the benefit of the Lots and or Common Area all water, gas, electric services and refuse collections. The Association may grant easements when necessary for utilities and sewer services over the Common Area and any portion thereof to serve the Subdivision and any portion thereof.

Section 6. *Damage to Common Area*. In the event the board of directors of the Association determines that any Owner has failed or refused to discharge his obligations properly with respect to the repair or replacement of any items for which an Owner is responsible or finds that any Owner is responsible for damage to the Common Area the Association shall give the Owner written notice of the Association's intent to provide the necessary repair or replacement at the Owner's sole cost and expense which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing of the notice by Certified United States Mail to complete the maintenance, repair or replacement. If the Owner fails in this obligation the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be a lien upon the Owner's Lot enforceable as such.

Section 7. *Conflicts in Documents*. If it appears that there is a conflict between documents regarding the Association, the documents shall be controlling in the following order with each document controlling over all subsequent documents:

1. This Declaration
2. The Articles of Incorporation
3. The Bylaws
4. The Minutes.

ARTICLE VI. USE RESTRICTIONS FOR THE COMMON GOOD

The Subdivision shall be occupied and used only as follows:

Section 1. *Single Family Residential Use*. Each Lot shall be used as residence for a single family and for no other purpose. Units may be rented, but no unit shall be rented for transient or hotel purposes, which are defined as any rental for a period such that more than two arms-length tenants are in possession of the Lot at any time during any one-year period, or rental for any period if the occupants of the units are provided with any customary hotel services, such as maid service. All homes in the Villas portion of the subdivision shall have a minimum air-conditioned living space of 1,500 square feet and all other homes shall have a minimum air-conditioned living space of 2,000 square feet. All homes shall have enclosed two-car garages as an integral part of the structure. Any homeowner who fails to install natural gas for water heating and one other major appliance will be assessed $298.00 and a lien shall be assessed against the lot in that amount upon the issuance of a certificate of occupancy for the residence.

Section 2. *Lawful and Compatible Use*. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property, nor to constitute a nuisance, nor in a manner to increase the insurable risk, nor in violation of any public law, ordinance or regulation.

Section 3. *Commercial Use*. None of the Lots shall be used in anyway directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use, except that dwelling rights may be leased. The prohibition does not apply to the Declarant's sales efforts.

Section 4. *Maintenance*. The exterior of all buildings, and other structures and equipment within the Subdivision and each portion thereof shall at all times be painted and maintained by the Owner of the Lot. In order to insure consistent harmonious care, the Association may promulgate rules regarding the times for maintenance to be performed and the materials and paint to be used (including color). The Owner is responsible for the care of the interior of dwelling units owned. The Owner shall repair damage, maintain plumbing and electric service and shall be responsible for structural care. No windows shall be

covered with aluminum foil, reflective window films, or other materials. All landscaping of every kind and character, including sprinkler systems, shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owners of the Lots, in a neat and orderly condition and in a manner to enhance its appearance. The Association shall similarly maintain the landscaping in the Common Area. If, in the sole discretion of the Board of Directors of the Association, any lot owner is failing to so maintain his landscaping, the Association may levy a reasonable fine to encourage compliance and/or perform the maintenance, in which case the cost shall be considered to be an additional assessment against the lot and enforceable as such.

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Section 5. *Signs.* Until all lots are sold and have been built upon, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of the Subdivision, provided, however, that Declarant, their agents and designees, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of their operations for the development, improvements, subdivision and sale of the Lots and houses within the Subdivision. This provision shall not be construed as to prohibit the posting of building permits, notices of commencement, and other such temporary postings required by law. After all of the lots have been sold and built upon, these restrictions will continue, subject to revision by the board of directors of the Association, and except that any owner may have one professionally-painted "For Sale" sign on the lot with a surface area of no more than eight square feet per side.

Section 6. *Animals.* No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the Common area. However, dogs, cats, and other common household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. The rules and regulations may include the requirement of conventional or "invisible" fences, leash requirements, and the prevention of the fouling of the streets, common areas, or other lots. The rules may also require the prevention of any nuisances, including the prevention of noise at night. All animals permitted to be kept by this Section shall be kept on a leash at all times that they are not confined indoors or within (invisibly or conventionally) fenced areas of a lot.

Section 7. *Rubbish.* No weeds, rubbish, trash, garbage, debris, objects or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. *Alterations to Buildings, Fences, Hedges, Landscaping.* All proposed alterations to buildings, additions to original landscaping plans and fences desired by Owners other than Declarant must receive prior written approval from the Association before implementation. Any request for approval shall be accompanied by landscaping plans. The landscaping plans shall be an integral aspect of the alteration and must be followed by the owner. The landscaping for an alteration must be installed within 30 days of the substantial completion of the alteration. No fence or hedge shall be placed closer to a road in the subdivision than the home. All fences must be approved by the Association in advance pursuant to the Architectural Control article of this declaration.

Section 9. *Temporary Buildings.* No out building, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be placed on the property, either temporarily or permanently unless the owner has received prior approval from the board of directors of the association.

Section 10. *Alteration of Common Area.* Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

Section 11. *Roofs.* No projections of any type other than originally constructed by Declarant shall be placed or permitted to remain above the roof of any building. A central TV antenna may be constructed by Association for the Subdivision as a whole, but no other outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building nor on any property within the Subdivision or connected in such manner as to be visible from the outside of any building unless and until it has been approved by the board of directors of the Association. It is the intent of the Declarant that large and unsightly exterior antennae will not be approved, but new and visually-aesthetic devices such as the 18-inch satellite dishes may be allowed with locations and mounting hardware approved by the board.

Section 12. *Vehicles.* No mobile home, boat, truck, commercial van, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired, on any property constituting the Subdivision, except within a fully-enclosed building. All automobiles must have current tags and registration. The term "truck" will not include personal use pickup trucks without any signs, minivans or vans designed or converted to routine family use without signs on them. This prohibition shall not hinder the parking of commercial vehicles on the subdivision by businesses which are currently providing services to property on the subdivision. New residents shall be granted a 60-day grace period during which garages may be used for storage. Thereafter, the garage areas must be kept clear for the parking of motor vehicles and motor vehicles must be parked in the garage unless there are already two motor vehicles parked in the garage. If more cars will be routinely parked at any residence, other than for temporary guests, the Owner shall follow reasonable regulations issued by the Association for the purpose of avoiding unsightly parking of an excessive number of motor vehicles.

Section 13. *Clothes lines*. No clothes lines or other visible display of clothing and other materials left outside to dry shall be visible from the street.

Section 14. *Mailboxes*. Owners shall not disturb or replace mailboxes provided or approved by the Declarant except for the replacement of mailboxes only in the identical manner of original construction or as approved by the Association.

Section 15. *Window Air Conditioners*. Window air conditioning units are prohibited.

Section 16. *Garages*. No garage shall be converted to any use other than as a garage.

ARTICLE VII. OWNER'S OBLIGATION TO MAINTAIN REPAIR

Except as otherwise provided herein, each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction (including landscaping), excepting only normal wear and tear. Each Owner shall, at his sole cost and expense, maintain the landscaping on his lot in excellent condition. The grass shall be mowed at least weekly from March 21 through November 1, and as needed during the rest of the year. All hedges shall be trimmed as necessary to maintain a well-trimmed appearance. Sprinklers shall be used as needed, but in accordance with governmental restrictions. Appropriate fertilizers, weed killers and insecticides shall be applied as needed to provide healthy and sightly lawns and gardens.

ARTICLE VIII. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The residence shall be reconstructed or repaired with the insurance proceeds subject to the provisions of Article XI.

ARTICLE IX. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property constituting the Subdivision, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the board of directors. The Association shall have the power to avoid any general setback requirements in this process (including retroactively). A written certificate of approval signed by the secretary of the Association, shall be conclusive as to the approval. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Association shall have the right to ratify past infractions of this rule if the board of directors or the architectural control committee determines that they would have approved the structure initially. Any structure shall not constitute a violation of these restrictions or of any setback restriction on the plat if the structure or alteration has been completed for a period of three years without an action being filed to enforce these restrictions.

ARTICLE X. GENERAL PROVISIONS

Section 1. *Duration*. The covenants and restrictions of this Declaration shall run with and bind the land, shall be binding on all parties and persons claiming under it and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of fifty (50) years from the date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of the Owners of the Lots agree to change the covenants and restrictions in whole or in part as recorded.

Section 2. *Enforcement*. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The liens granted by this Declaration shall secure, and the association shall be entitled to an award of, its costs of enforcing these restrictions, including reasonable attorney fees incurred for consultations and demands, for representation during the pendency of litigation, upon any appeals, and after litigation regarding the enforcement of the judgements. In any litigation regarding these restrictions the prevailing party shall have the right to an award of his or her reasonable attorney fees incurred for consultations and demands, for representation during the pendency of litigation, upon any appeals, and after litigation regarding the enforcement of the judgements. The court in any action pursuant to these restrictions

shall have broad power to fashion an equitable remedy or to refuse any remedy to avoid an unreasonably harsh result, it being the purpose of these restrictions to provide a friendly neighborhood in compliance with these restrictions, as opposed to provide an instrument of revenge and retaliation.

Section 3. *Invalidation and Severability.* It is Declarant's intent that this declaration comply with all binding and enforceable federal, Florida and/or local, statutes rules and regulations. To the extent that these restrictions appear to conflict with any provision in effect, this declaration shall be construed in a fashion as to be in compliance with such statute, rule, or regulation despite language herein to the contrary. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. *Amendments.* The covenants and restrictions of this Declaration maybe amended by duly recording an instrument executed and acknowledged by the board of directors of the Association with an attached certification that the amendments have been approved by three-fourths (3/4) of the Lot Owners. Any amendment to this declaration, or to the documents of the Association which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Polk County, Florida.

Section 5. *Subordination.* No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot herein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise. Any lien granted hereunder shall be subordinate to the lien of any first mortgage made or held by a corporation, Partnership, or other entity in the business of regularly making or holding mortgage loans.

Section 6. *Indemnification.* The Association shall indemnify every officer and director against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the board of directors of the Association) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may have as Members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officers, directors may be entitled. The Association shall as a Common expense maintain adequate general liability insurance and officers' and directors' liability insurance to fund this obligation.

Section 7. *Eminent Domain.* In the event of a threatened taking of any part of the Common Area the Association shall be designated to represent the interest of all Owners in the Common Area. The board of directors of the Association may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to voluntarily sell to the condemnor in lieu of engaging in a condemnation action. In any awards received on account of taking of less than all the Common Areas, the rules as to restoration, replacement of any Common Area and the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area. In the event of total taking, the board of director shall retain any award in the general funds of the Association.

Section 8. *Insurance.* The Association shall obtain to the extent reasonably available a general comprehensive public liability insurance against liability to and claims of the public, a Member of the Association and any other person with respect to liability occurring upon the Common Areas or areas of Common responsibility based upon or arising out of the Association's ownership or use of the Common Area. The limits of liability shall not be less than $500,000 per person and $1,000,000 per occurrence with respect to bodily injury and not less than $100,000 per occurrence with respect to property damage. The liability insurance shall name as separately protected insureds the Declarant the Association, the board of directors of the Association, and their respective members, employees, officers, agents and representatives.

Section 9. *Rules and Regulations.* The Association has the right, power and duty to establish rules and regulations for the maintenance and upkeep of the Lots and Common Area.

Section 10. *Headings.* The headings contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument.

Section 11. *Variations in Pronouns, Gender and Number.* Each pronoun shall include any gender or number thereof as the identity of its antecedent may require. When any reference herein is made to any gender, such reference shall be deemed to include either masculine, feminine or

neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context permits.

Executed at Winter Haven, Florida on the 15 day of February, 1995.

Attest:

The Gates of Lake Region, Inc.

by: _____
J. M. Nolen, secretary

by: _____
Randy Collany, Sr., president
c/o 1556 Sixth S.E.
Winter Haven, FL 33881

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15 day of February, 1995 by Randy Collany, Sr., president of Gates of Lake Region, Inc., a Florida corporation, and by J. M. Nolen, its secretary, on behalf of the corporation. He is personally known to me or has produced a (driver's license) as identification and did take an oath.

My Commission Expires:

Notary Public, state
of Florida, at large
print name:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
R SAMMONS
COMMISSION NUMBER
CC143487
MY COMMISSION EXP.
OCT 25,1995

N:\WP51\DOCS\LXREG.DEC

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POLK OFF.REC. PAGE

LEGAL DESCRIPTION

ALL OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIA, LESS AND EXCEPT RIGHT OF WAY OF COUNTRY CLUB ROAD (BUCKEYE DRIVE);

AND:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE RIGHT OF WAY OF COUNTRY CLUB ROAD (BUCKEYE ROAD);

AND:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, RUN THENCE NORTH 89°57'13" WEST A DISTANCE OF 10 FEET TO A FENCE; THENCE RUN SOUTH 01°02'43" EAST ALONG SAID FENCE A DISTANCE OF 221.18 FEET; THENCE RUN SOUTH 28°37'33" WEST A DISTANCE OF 1230.61 FEET TO A POINT 20 FEET NORTH OF THE SOUTH BOUNDARY OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE RUN SOUTH 89°56'30" EAST ALONG A LINE PARALLEL WITH AND 20 FEET NORTH OF THE SOUTH BOUNDARY OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 601.89 FEET TO THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 00°16'41" WEST ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1301.93 FEET TO THE POINT OF BEGINNING;

AND:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING SOUTH AND WEST OF BUCKEYE DRIVE.

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DEPT 115 41.00
DEPT 291 5.50
CHECKS 46.50
02/27/95 6737A

EXHIBIT A