

FOURTH AMENDMENT OF
DECLARATION OF RESTRICTIONS

The following described property located in Polk County, Florida, is known as VILLAGE PARK, a subdivision, particularly described as follows and hereinafter sometimes referred to as "the Property":

THE NORTH 800 Feet of the SW 1/4 of the SE 1/4 of SECTION 2, TOWNSHIP 29 South, RANGE 25 East, Polk County, Florida, LESS AND EXCEPT the WEST 40 feet thereof for road right-of-way.

The following Declaration of Restrictions covering the above described real Property, specifies that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon all persons purchasing or holding title to the above real Property. These restrictions during their lifetime, shall be for the benefit of, and a limitation upon, all present and future Owners of this real Property.

ARTICLE I

DEFINITIONS

1. ASSOCIATION, CORPORATION or SUBDIVISION shall mean VILLAGE PARK ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

2. OWNER or DECLARANT designates the purchaser of or holder of title, of the LOT, LAND and IMPROVEMENTS, their grantees, heirs, executors, administrators, agents, lessees, representatives, successors or assigns.

3. PROPERTIES shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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.

5. LOT shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, including improvements.

ARTICLE II

PROPERTY RIGHTS

1. Owner's easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use by Owners of any recreational facility situated upon the Common Area;

(b) The rights of the Association to suspend the voting rights and right to use of the recreational facilities or Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as subject to such conditions as may be agreed to by the members.

THIS INSTRUMENT PREPARED BY:
JAMES T. JOINER, P.A.
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No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

2. Delegation of use.

Any Owner may delegate, in accordance with this Declaration or with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Members must be Lot Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote per Lot be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS.

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the corporation:

- a) Annual assessments or charges;
- b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, including maintenance of roadways and drainages serving the Properties, if ever required, and the administration and enforcement of this Declaration, as amended, from time to time.

3. Increase in Assessment. From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, 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. The increase requiring a vote shall not include increases in expenses necessitated by increased expenses to the Corporation for taxes, insurance and utilities.

- a) From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, the maximum

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annual assessments may be increased above 10% by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

5. Notice and Quorum for any Action Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days not more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

6. Uniform rate of Assessment. Both annual and specific assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date commencement of Annual Assessments: Due Dates: The Annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against Lots at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Board of Directors at their discretion may extend the assessment beyond the 30 day limit for extenuating circumstances.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to

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payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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 on relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. Notwithstanding anything to the contrary contained herein, no structural change on any existing improvement shall be permitted which would result in an encroachment into the adjacent airspace of any Lot.

ARTICLE VI

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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. In the event the Association brings an action against an Owner to enforce any provision of this Declaration, and prevails, it shall be entitled to recover a reasonable attorney's fee incurred to it for the services of its attorney incurred incidental to the bringing of that action.

2. Severability. Invalidation of any one the these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. Amendments. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be modified, amended or added to, or a portion repealed, at anytime by the Corporation. Additionally, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VII

RESTRICTIONS

The following restrictions shall apply to VILLAGE PARK:

1. Only dogs, cats and other household pets are allowed to be kept in and upon the homesite. When such household pets are

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outside the homesite, they must be kept in a fenced-in area, or restrained by lease or other restraint. All pets must be on leashes or restraints when on community streets or Common Areas. No Pets are permitted in the recreation areas or buildings or upon any pool, beach or shuffleboard areas. Owners are responsible for the pick-up and disposal of pet waste on streets, Common Areas or neighbors' homesites. Breeding or the housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor or other unacceptable behavior on the part of the pet and such actions are not corrected upon notification to the pet owner.

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Owners shall be liable and shall defend, indemnify and hold the Association harmless for all personal injury or Property damage caused by their pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

2. An Owner shall not use or permit the use of his dwelling for any purposes other than as a single family residence and maintain his dwelling in a clean and sanitary manner.

3. An Owner shall not permit or allow anything to be done or kept in his dwelling which will increase the insurance rates on his dwelling, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his dwelling.

4. Every Owner shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the dwelling and VILLAGE PARK ASSOCIATION, INC., which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using the Owner's Property, by, through or under him, do likewise.

5. An Owner shall not show any signs, advertisements or notices of any type of his dwelling except one (1) "FOR SALE" sign not to exceed 25" X 19", and there shall not be any "FOR SALE" signs in any form or size placed inside or outside the windows of the dwelling or attached to the curtains or venetian blinds or any other part of the dwelling inside or outside, except as provided for above.

6. Parking shall be limited to passenger automobiles, pick-up trucks, vans, station wagons, motorcycles, mo-peds, riding lawnmowers, golfcarts and bicycles. None of the above, including trucks, trailers, boats, campers, old automobiles, dune buggies, motor homes, or similar vehicles shall be stored on any of the streets or lawns. Boats, motor homes and trailers may only be stored on such Lots having carports, and must be in those carports. Passenger type vehicles may also be parked in the driveway of the dwellings. No motor vehicles shall be disassembled, assembled or component parts removed on the Property.

7. An Owner shall not allow or permit to display laundry or clothing on the porches of the dwelling or anywhere within the said dwelling which would be visible from the outside of the dwellings. Clothes line may be of the umbrella type used in the back of the dwellings, or a type approved of by the Association.

8. The Association shall provide maintenance for the trees, shrubs, grass and walks located within the Common Area; each Owner shall be responsible for the maintenance of his Lot.

a) In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or

negligent acts of its Owner, or through the willful or negligent acts of the family, guest or invites of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

b) In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Board of Directors, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The above is subject to the laws of the State of Florida.

9. Any exterior lighting installed on any dwelling shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent dwellings.

10. No fences or other structures shall be erected without the written approval of the Association. Notwithstanding, anything to the contrary contained herein, only four foot (4') high chain link fences shall be permitted in the rear and side yards of a Lot; provided, however, that the Association may, at its sole discretion, erect a fence six feet (6') high, around the perimeter of the Property and that fence may constitute a portion of the rear yard fencing for some Lots within the Properties. No fences shall be allowed on the front yard of a Lot.

11. RENTAL OR LEASE:

a) A Property shall not be leased or rented to families having children under eighteen (18) years of age.

b) Property shall not be occupied unless at least one member of the household is 55 years old, or older.

12. Only those items permitted to be stored by Article VII, Paragraph 6, shall be stored in the carport located on each Lot. The parking of commercial vehicles is prohibited.

13. No boats shall be kept or used in the lake located on the Properties, except incidental to the Associations maintenance of the lake, its beaches and Common Area.

14. No boats or other motorcraft may be permanently moored or stored on any of the Common Areas other than in the RV and utility parking area.

15. All skirting for the dwelling shall be constructed of split brick as established by the Association, and as approved of by the Architectural committee.

16. All roofs of the dwelling shall be of shingle construction. However aluminum roofing may be used for permitted screen enclosures, carports and storage sheds.

17. All exterior television and radio antennas shall be of a type approved by the Association and the architectural committee.

18. An Owner's shall cause only a mobile or modular home to be placed, or constructed, on that Owner's Lot, with all sewage, water and utility hookups.

19. Each home must be a double or triple wide unit. No Lot shall be improved or its appearance altered except as provided for in Article V. It is the responsibility of the Lot Owner to obtain

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any building or other permits required by the County Building Department and any other applicable Government Agency prior to commencing construction on any approved of alterations.

Not more than one mobile home or modular home shall be placed on any Lot and it shall be used as a residential dwelling only. No "Stick Built" homes or buildings shall be permitted to be constructed on the Lot.

20. No alteration to, or changes in the exterior appearance of, the mobile home of any Lot Owner, including but not limited to, the addition of rooms, porches, window air conditioning units, cabanas or enclosures, shall be permitted except with the prior approval as required under Article V.

21. No Owner may irrigate or water a Lot using water from the lake located on the Properties.

22. All items stored outside the mobile homes are to be stored underneath the home and hidden from view by skirting, or placed in the utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the mobile home or on the Lot.

23. Motorcycles, and mo-peds shall be operated only for transportation. When operated within the Park they must be used in a manner that does not disturb residents. Dirt bikes are not permitted within the Park.

24. Owners are responsible for informing their guest of rules and regulations and are solely responsible for the conduct of their guest. No children are permitted in any recreational area, swimming pool, Common Area or other facility within the Subdivision unless accompanied by the Owner or a responsible adult.

25. Garbage and trash must be stored in metal or solid plastic containers, with lids, and said containers must be stored out of sight except when placed by the street for pickup. Street pickup of garbage and trash in approved plastic bags shall be permitted. Owners shall be advised by the Association as to time and procedure of trash pickup schedules.

26. HOUSING FOR OLDER PERSONS.

- (I) VILLAGE PARK, a subdivision (hereinafter referred to as the "Subdivision") shall be "housing for older persons," as defined in the Federal Fair Housing Act of 1988.
- (II) The subdivision shall be housing intended and operation for occupancy by at least one (1) person 55 years of age or older per residential unit.
- (III) The subdivision satisfies the requirement of providing its residents with significant facilities and services to meet the physical and social needs of older persons including, but not limited to, social and recreational programs, outside maintenance accessible physical environment and continuing informational classes and crafts. The Board of Directors shall always maintain the significant facilities and services to meet the physical and social needs of older persons.
- (IV) The Board of Directors shall publish and adhere to policies and procedures which demonstrate an intent by the Board of Directors to provide housing for persons 55 years of age or older.
- (V) The Board may, upon review and approval, allow occupancy of a lot where no person over 55 years of age shall be an occupant. Under no circumstances shall this exception apply to more than twenty

percent (20%) of the lots in the Subdivision at any given time, or a greater percentage than the Federal Fair Housing Act of 1988, as amended, may allow.

THE ABOVE IS AMENDMENT 3 TO THE AMENDED DIRECTION OF RESTRICTIONS. RECORDED IN BOOK 2932, PAGE 1963 ON JANUARY 16, 1991.

27. Rules posted at the swimming pool and other Common or recreational areas must be observed at all times and will be strictly enforced. The recreation facilities are provided for use by Owner's as members and their guest on "Use at your own risk", bases. Use of the facilities is subject to restrictions and revocation, or either of them, and the Association reserves the right to revoke the privilege to use such facilities to any Owner or his family who abuses or misuses the facilities or who violates posted rules. Suntan oil must be showered off before entering the pool.

28. Radios, televisions, record/tape players, musical instruments, or the like, shall be played softly at all times and in a manner that does not unreasonably disturb another Owner. Loud parties, meetings or other congregations are not permitted in the Subdivision. Between the hours of 10:00 P.M. and 8:00 A.M., is designated as quiet time. The loud operation of the above and lawn maintenance equipment is not permitted. Yelling, screaming or the use of profanity outside or inside the mobile home, if audible outside the home, are not permitted.

29. Peddling and soliciting are not allowed in the Subdivision without prior written consent of the Association.

30. Legitimate complaints concerning infractions of these rules should be reported to the Board of Directors in writing, and signed by the complaining party. No telephone calls or verbal complaints will be considered.

31. These restrictions shall be binding upon the parties hereto, their personal representatives, heirs, successors and assigns.

ARTICLE VIII

STORAGE AREA

Anything in the Amended Declaration of Restrictions to the contrary notwithstanding, Lot 60 may be designated and used for parking and storage of Recreational Vehicles (RV's), boats and boat trailers, trailers, campers, motor homes and lawn maintenance equipment owned by an Owner. Lot 60 may be fenced or otherwise enclosed to provide security for the items stored. This provision shall control any portion of the Declaration of Restrictions which are in conflict herewith. The restrictions set forth in Article VII of the Declaration of Restrictions shall not apply to Lot 60 so long as it is used for parking and storage as specified above.

THE ABOVE IS AMENDMENT 2 TO THE AMENDED DECLARATION OF RESTRICTIONS, RECORDED ON BOOK 2851, PAGE 1961 & 62, IN MARCH 1990.

IN WITNESS WHEREOF, Declarants have executed this Fourth Amendment of Declaration of Restrictions on this 22nd day of OCTOBER, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DECLARANTS

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Hazel E. Bennett
HAZEL BENNETT, No. 402-Lot 90

Charles L. Webster
WITNESS CHARLES L. WEBSTER

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DECLARANTS

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Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Virginia M. Anderson
VIRGINIA ANDERSON, No. 403-Lot 2

James T. Joiner
WITNESS JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

Joyce B. Van Ochten
JOYCE VAN OCHTEN, No. 404-Lot 89

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Robert E. Minekheim Sr.
BOB MINEKHEIM, No. 405-Lot 3

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Gennie Larkin
GENNIE LARKIN, No. 405-Lot 3

James T. Joiner
WITNESS JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

Ted Rich
TED RICH, No. 406-Lot 88

Dottie Rich
DOTTIE RICH, No. 406-Lot 88

James T. Joiner
WITNESS JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

John Maxner
JOHN MAXNER, No. 407-Lot 4

Rose Maxner
ROSE MAXNER, No. 407-Lot 4

James T. Joiner
WITNESS JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

Jan McFarland
JAN MCFARLAND, No. 409-Lot 5

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Harold Law
HAROLD LAW, No. 410-Lot 86

Doris Law
DORIS LAW, No. 410-Lot 86

James T. Joiner
WITNESS JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

Gary Davis
GARY DAVIS, No. 411-Lot 6

Judy Davis
JUDY DAVIS, No. 411-Lot 6

WITNESS

Jerry Wensley
JERRY WENSLEY, No. 412-Lot 85

WITNESS

Cleo Filo
CLEO FILO, No. 413-Lot 7

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Lloyd Peters
LLOYD PETERS, No. 414-Lot 84

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles L. Webster
WITNESS CHARLES L. WEBSTER

Leonard J. Watkins
LEONARD WATKINS, No. 415-Lot 8

Jessie M. Watkins
JESSIE WATKINS, No. 415-Lot 8

James T. Joiner
WITNESS JAMES T. JOINER

Glen Bailey
GLEN BAILEY, No. 416-Lot 83

Judy S. Joiner
WITNESS JUDY S. JOINER

WITNESS

BILL SKILES, No. 417-Lot 9

WITNESS

BARBARA SKILES, No. 417-Lot 9

Dolores M. Lauer DOLORES M. LAUER
Charles L. Webster CHARLES L. WEBSTER
James T. Joiner JAMES T. JOINER

Allen Sherman
ALLEN SHERMAN, No. 418-Lot 82

Judy S. Joiner
WITNESS JUDY S. JOINER

MARCIA SHERMAN, No. 418-Lot 82

James T. Joiner
WITNESS JAMES T. JOINER

Tom Herron
TOM HERRON, No. 419-Lot 10

Judy S. Joiner
WITNESS JUDY S. JOINER

CLEARAN HERRON, No. 419-Lot 10

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Steve Bowen
STEVE BOWEN, No. 421-Lot 11

Charles L. Webster
WITNESS CHARLES L. WEBSTER

Phyllis Bowen
PHYLLIS BOWEN, No. 421-Lot 11

James T. Joiner
WITNESS JAMES T. JOINER

Rufus Baker
RUFUS BAKER, No. 422-Lot 80

Judy S. Joiner
WITNESS JUDY S. JOINER

PAULINE BAKER, No. 422-Lot 80

James T. Joiner
WITNESS JAMES T. JOINER

R. B. RAINIER, No. 423-Lot 12

Judy S. Joiner
WITNESS JUDY S. JOINER

JEAN RAINIER, No. 423-Lot 12

James T. Joiner
WITNESS JAMES T. JOINER

Gene Kelleher
GENE KELLEHER, No. 424-Lot 79

Judy S. Joiner
WITNESS JUDY S. JOINER

BARBARA KELLEHER, No. 424-Lot 79

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DECK WINEKHEIM, No. 425-Lot 13

JUNE PULLMAN, No. 425-Lot 13

WAYNE SMITH, No. 426-Lot 78

MARGARET SMITH, No. 426-Lot 78

ROBERT SUTER, No. 427-Lot 14

HAZEL SUTER, No. 427-Lot 14

LESLIE PINTER, No. 429-Lot 15

ETHEL PINTER, No. 429-Lot 15

BUELL DALTON, No. 430-Lot 77

ELLEN DALTON, No. 430-Lot 77

HARRY NICKELS, No. 431-Lot 16

RUTH NICKELS, No. 431-Lot 16

DORIS STAIR, No. 432-Lot 76

VALE TRUETT, No. 432-Lot 76

EDDIE WOOD, No. 433-Lot 17

AGGIE WOOD, No. 433-Lot 17

DAN BRAY, No. 434-Lot 75

MARY BRAY, No. 434-Lot 75

EDWARD CARON, No. 435-Lot 18

ELLA CARON, No. 435-Lot 18

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WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Alice M. Thebault
ALICE THEBAULT, No. 436-Lot 74

Ben Page
BEN PAGE, No. 437-Lot 19

Lena Page
LENA PAGE, No. 437-Lot 19

Carl Griffin
CARL GRIFFIN, No. 438-Lot 73

Mary Griffin
MARY GRIFFIN, No. 438-Lot 73

Barbara M. Beaulieu
BARBARA BEAULIEU, No. 439-Lot 20

Bill McKibben
BILL MCKIBBEN, No. 440-Lot 72

Margaret A. McKibben
MARG MCKIBBEN, No. 440-Lot 72

Tony Barton
TONY BARTON, No. 441-Lot 21

Freda Barton
FREDA BARTON, No. 441-Lot 21

Shirley Olinger, No. 442-Lot 71

J. B. Stringer
J. B. STRINGER, No. 443-Lot 22

Betty Stringer
BETTY STRINGER, No. 443-Lot 22

Elvin Foss, No. 444-Lot 70

Mille Foss, No. 444-Lot 70

Dale Van Ness, No. 445-Lot 23

Pearl Van Ness, No. 445-Lot 23

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FOLK CERT. PAGE

James T. Joiner
WITNESS JAMES T. JOINER

John Miller
JOHN MILLER, No. 446-Lot 54

Judy S. Joiner
WITNESS JUDY S. JOINER

Janet Miller
JANET MILLER, No. 446-Lot 54

James T. Joiner
WITNESS JAMES T. JOINER

Frank Lauer
FRANK LAUER, No. 447-Lot 24

Judy S. Joiner
WITNESS JUDY S. JOINER

Dee Lauer
DEE LAUER, No. 447-Lot 24

James T. Joiner
WITNESS JAMES T. JOINER

Floyd Young
FLOYD YOUNG, No. 448-Lot 53

Judy S. Joiner
WITNESS JUDY S. JOINER

Eileen Young
EILLEN YOUNG, No. 448-Lot 53

James T. Joiner
WITNESS JAMES T. JOINER

Ralph Mehle
RALPH MEHLE, No. 449-Lot 25

Judy S. Joiner
WITNESS JUDY S. JOINER

Betty Mehle
BETTY MEHLE, No. 449-Lot 25

James T. Joiner
WITNESS JAMES T. JOINER

Carl Bruner
CARL BRUNER, No. 450-Lot 52

Judy S. Joiner
WITNESS JUDY S. JOINER

Gloria Bruner
GLORIA BRUNER, No. 450-Lot 52

James T. Joiner
WITNESS JAMES T. JOINER

Dorothy Newmam
DOROTHY NEWMAM, No. 451-Lot 26

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Isabell Collins
ISABELL COLLINS, No. 452-Lot 51

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Bob Dillinger
BOB DILLINGER, No. 453-Lot 27

Judy S. Joiner
WITNESS JUDY S. JOINER

Ruth Dillinger
RUTH DILLINGER, No. 453-Lot 27

James T. Joiner
WITNESS JAMES T. JOINER

Floyd Knapp
FLOYD KNAPP, No. 454-Lot 50

Judy S. Joiner
WITNESS JUDY S. JOINER

Mary Helen Knapp
MARY HELEN KNAPP, No. 454-Lot 50

James T. Joiner
WITNESS JAMES T. JOINER

Sue Blackstone
SUE BLACKSTONE, No. 455-Lot 28

Judy S. Joiner
WITNESS JUDY S. JOINER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

CHUCK WEBSTER, No. 456-Lot 49

GERRY WEBSTER, No. 456-Lot 49

LOREN BUTCHER, No. 457-Lot 29

MARY BUTCHER, No. 457-Lot 29

DON MARTIN, No. 458-Lot 48

ED DETHLOFF, No. 459-Lot 30

MILLIE DETHLOFF, No. 459-Lot 30

ED SELL, No. 460-Lot 47

MIMI SELL, No. 460-Lot 47

WALTER BUZEK, No. 461-Lot 31

ELEANOR BUZEK, No. 461-Lot 31

HENRY HENRICY, No. 462-Lot 46

BETTY HENRICY, No. 462-Lot 46

ANTHONY CASELLA, No. 463-Lot 32

SHIRLEY CASELLA, No. 463-Lot 32

PHILIP DURR, No. 464-Lot 45

AUDREY DURR, No. 464-Lot 45

BERTIE JOHANSEN, No. 465-Lot 33

NANCY JOHANSEN, No. 465-Lot 33

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

WITNESS

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James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER

Charles L. Webster
WITNESS CHARLES L. WEBSTER

Robert S. Boggs
ROBERT BOGGS, No. 466-Lot 44

Elaine Boggs
ELAINE BOGGS, No. 466-Lot 44

Frank Estler
FRANK ESTLER, No. 467-Lot 34

Harold P. Shoemaker
HAROLD SHOEMAKER, No. 468-Lot 59

Anna C. Shoemaker
ANNA SHOEMAKER, No. 468-Lot 59

Irene Bochard
IRENE BOCHARD, No. 469-Lot 35

Marion Bailey
MARION BAILEY, No. 470-Lot 58

Gerry Bailey
GERRY BAILEY, No. 470-Lot 58

Stuart Fisher
STUART FISHER, No. 473-Lot 37

Josephine Fisher
JO FISHER, No. 473-Lot 37

SAM MATTHEWS, No. 474-Lot 56

DOLORES MATHEWS, No. 474-Lot 56

DOROTHY COGAN, No. 475-Lot 38

Charlie Rissmiller
CHARLIE RISSMILLER, 476-Lot 55

Mildred Rissmiller
MILDRED RISSMILLER, 476-Lot 55

Jim Attridge
JIM ATTRIDGE, No. 477-Lot 39

Marion Attridge
MARION ATTRIDGE, No. 477-Lot 39

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles Webster
WITNESS CHARLES L. WEBSTER

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles Webster
WITNESS CHARLES L. WEBSTER

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles Webster
WITNESS CHARLES L. WEBSTER

WITNESS

WITNESS

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

James T. Joiner JAMES T. JOINER
Judy S. Joiner
WITNESS JUDY S. JOINER

Dolores M. Lauer
WITNESS DOLORES M. LAUER
Charles Webster
WITNESS CHARLES L. WEBSTER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

James T. Joiner
WITNESS JAMES T. JOINER

Judy S. Joiner
WITNESS JUDY S. JOINER

John Corey
JOHN COREY, No. 479-Lot 40

Joan Corry
JOAN CORRY, No. 479-Lot 40

Mary L. Losch
MARY LOSCH, No. 481-Lot 41

Dorothy Winger
DOROTHY WINGER, No. 483-Lot 42

FLOYD HAGAN, No. 485-Lot 43

PATRICIA HAGAN, No. 485-Lot 43

Joe Giovanetti
JOE GIOVANETTI, No. 491-Lot 62

Jeannette Giovanetti
JEANNETTE GIOVANETTI, 491-Lot 62

JAY OLESON, No. 493-Lot 63

Willard Swan
WILLARD SWAN, No. 495-Lot 64

Jessie Swan
JESSIE SWAN, No. 495-Lot 64

Bob Gault
BOB GAULT, No. 497-Lot 65

Barbara Gault
BARBARA GAULT, No. 497-Lot 65

Ernest Winfree
ERNEST WINFREE, No. 499-Lot 66

Rosa Winfree
ROSA WINFREE, No. 499-Lot 66

Claude Druckenmiller
CLAUDE DRUCKENMILLER, 501-Lt 67

Shirley Druckenmiller
SHIRLEY DRUCKENMILLER, 501- 67

James T. Joiner
WITNESS JAMES T. JOINER

Joseph S. Joiner
WITNESS JOY S. JOINER

James T. Joiner
WITNESS JAMES T. JOINER

Joseph S. Joiner
WITNESS JOY S. JOINER

Robert B. Abbott
ROBERT ABBOTT, No. 503-Lot 68

Anne B. Abbott
ANNE ABBOTT, No. 503-Lot 68

Walt C. Durham
WALT DURHAM, No. 505-Lot 69

Marion Durham
MARION DURHAM, No. 505-Lot 69

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Teresa D. Roberts
WITNESS TERESA D. ROBERTS

Joyce M. Shepherd
WITNESS JOYCE M. SHEPHERD

Teresa D. Roberts
WITNESS TERESA D. ROBERTS

Joyce M. Shepherd
WITNESS JOYCE M. SHEPHERD

Charles R. Chilton
CHARLES R. CHILTON as Trustee
of Land Trust Agreement Number One
dated June 28, 1989 - Lots 36,60,61

Charles R. Chilton
CHARLES R. CHILTON, as Trustee
of Land Trust Agreement Number Two
dated June 28, 1989 - Lots 36,60,61

Larry D. Tucker, Jr.
WITNESS LARRY D. TUCKER, JR.

John W. Rice, Jr.
WITNESS JOHN W. RICE, JR.

Larry D. Tucker
LARRY D. TUCKER, Tucker Construction &
Engineering, Inc., Lot #81

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, the Declarants, as follows:

JOYCE VAN OCHTEN, No.404-Lot 89; ROSE MAXNER, No. 407-Lot 4; HAROLD LAW, No. 410-Lot 86 JERRY WENSLEY, No. 412-Lot 85 MARCIA SHERMAN, No. 418-Lot 82 CLEAREAN HERRON, No. 419-Lot 10 PAULINE BAKER, No. 422-Lot 80 JEAN RAINIER, No. 423-Lot 12 BARBARA KELLEHER, No.424-Lot 79 LESLIE PINTER, No. 429-Lot 15 ELLEN DALTON, No. 430-Lot 77 RUTH NICKELS, No. 431-Lot 16 AGGIE WOOD, No. 433-Lot 17 MARY BRAY, No. 434-Lot 75 ELLA CARON, No. 435-Lot 18 LENA PAGE, No. 437-Lot 19 MARY GRIFFIN, No. 438-Lot 73 MILDRED FOSS, No. 444-Lot 70 PEARL VAN NESS, No. 445-Lot 23 JANET MILLER, No. 446-Lot 54 DEE LAUER, No. 447-Lot 24 EILLEN YOUNG, No. 448-Lot 53 BETTY MEHLE, No. 449-Lot 25 GLORIA BRUNER, No. 450-Lot 52 BOB DILLINGER, No. 453-Lot 27 FLOYD KNAPP, No. 454-Lot 50 SUE BLACKSTONE, No. 455-Lot 28 GERRY WEBSTER, No. 456-Lot 49 EDWARD M. SELL, No. 460-Lot 47 ANTHONY CASELLA, No. 463-Lot 32 BERTIE JOHANSEN, No. 465-Lot 33 HAROLD SHOEMAKER, No.468-Lot 59 MARION BAILEY, No. 470-Lot 58 CHARLIE RISSMILLER, 476-Lot 55 JOE GIOVANETTI, No. 491-Lot 62 LINDA BROKER, No. 493-Lot 63 BARBARA GAULT, No. 497-Lot 65 ROSA WINFREE, No. 499-Lot 66 SHIRLEY DRUCKENMILLER, 501-67 ANNE ABBOTT, No. 503-Lot 68 MARION DURHAM, No. 505-Lot 69

JOHN MAXNER, No. 407-Lot 4; JAN McFARLAND, No. 409-Lot 5 DORIS LAW, No. 410-Lot 86 GLEN BAILEY, No. 416-Lot 83 TOM HERRON, No. 419-Lot 10 RUFUS BAKER, No. 422-Lot 80 R. B. RAINIER, No. 423-Lot 12 GENE KELLEHER, No. 424-Lot 79 JUNE PULLMAN, No. 425-Lot 13 BUELL DALTON, No. 430-Lot 77 HARRY NICKELS, No. 431-Lot 16 EDDIE WOOD, No. 433-Lot 17 DAN BRAY, No. 434-Lot 75 EDWARD CARON, No. 435-Lot 18 BEN PAGE, No. 437-Lot 19 CARL GRIFFIN, No. 438-Lot 73 ELVIN FOSS, No. 444-Lot 70 DALE VAN NESS, No. 445-Lot 23 JOHN MILLER, No. 446-Lot 54 FRANK LAUER, No. 447-Lot 24 FLOYD YOUNG, No. 448-Lot 53 RALPH MEHLE, No. 449-Lot 25 CARL BRUNER, No. 450-Lot 52 DOROTHY NEWMAM, No. 451-Lot 26 RUTH DILLINGER, No. 453-Lot 27 MARY HELEN KNAPP, No.454-Lot 50 CHARLES WEBSTER, No. 456-Lot 49 DON MARTIN, No. 458-Lot 48 EMILY A. SELL No. 460-Lot 47 SHIRLEY CASELLA, No. 463-Lot 32 FRANK ESTLER, No. 467-Lot 34 ANNA SHOEMAKER, No. 468-Lot 59 GERRY BAILEY, No. 470-Lot 58 MILDRED RISSMILLER, 476-Lot 55 JEANNETTE GIOVANETTI,491-Lot 62 ROBERT GAULT, No. 497-Lot 65 ERNEST WINFREE, No. 499-Lot 66 CLAUDE DRUCKENMILLER, 501-Lt 67 ROBERT ABBOTT, No. 503-Lot 68 WALT DURHAM, No. 505-Lot 69

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who have produced either a valid Florida Drivers License, or other valid identification, and who did not take an oath, and who executed the foregoing Fourth Amendment of Declaration of Restrictions, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of October, 1992.

James T. Joiner

NOTARY PUBLIC
Print Name: JAMES T. JOINER
My Commission Expires:



JAMES T. JOINER
MY COMMISSION # CC 215629 EXPIRES
July 16, 1998
BONDED THROUGH TRU FARM INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, the declarants, as follows:

HAZEL E. BENNETT, No. 402-Lot 90
 ROBERT E. MINERHEIM, No. 405-Lot 3
 THEODORE F. RICH, No. 406-Lot 88
 GARY E. DAVIS, No. 411-Lot 6
 LLOYD O. PETERS, No. 414-Lot 84
 JESSIE M. WATKINS, No. 415-Lot 8
 STEPHEN O. BOWEN, No. 421-Lot 11
 WAYNE V. SMITH, No. 426-Lot 78
 ROBERT SUTER, No. 427-Lot 14
 DORIS A. STAIR, No. 432-Lot 76
 BARBARA M. BEAULIEU, No. 439-Lot 20
 MARGARET A. MC KIBBEN, No. 440-Lot 72
 FREDA I. BARTON, No. 441-Lot 21
 BETTY J. STRINGER, No. 443-Lot 22
 LOREN J. BUTCHER, No. 457-Lot 29
 EDWARD W. DETHLOFF, No. 459-Lot 30
 WALTER S. BUZEK, No. 461-Lot 31
 HENRY A. HENRICY, No. 462-Lot 46
 PHILIP J. DUELL SR., No. 464-Lot 45
 ROBERT S. BOGGS, No. 466-Lot 44
 IRENE BOCHARD, No. 469-Lot 35
 JOSEPHINE L. FISHER, No. 473-Lot 37
 MARION ATTRIDGE, No. 477-Lot 39
 JOAN COREY, No. 479-Lot 40
 DORTHY WINGET, No. 483-Lot 42
 JESSIE L. SWAN, No. 495-Lot 64

VIRGINIA E. ANDERSON, No. 403-Lot 2
 CONNIE LARKIN, No. 405-Lot 3
 BERTHA M. RICH, No. 406-Lot 88
 JUDITH M. DAVIS, No. 411-Lot 6
 LEONARD J. WATKINS, No. 415-Lot 8
 ALLEN W. SHERMAN, 418-Lot 82
 PHILLIS C. BOWEN, No. 421-Lot 11
 MARGARET SMITH, No. 427-Lot 78
 HAZEL L. SUTER, No. 427-Lot 14
 ALICE M. THEBAULT, No. 436-Lot 74
 WILLIAM T. MC KIBBEN, No. 440-Lot 72
 DONALD L. BARTON, No. 441-Lot 21
 J. B. STRINGER, No. 443-Lot 22
 ISABELL E. COLLINS, No. 452-Lot 51
 MARY E. BUTCHER, No. 457-Lot 29
 MILDRED G. DETHLOFF, No. 459-Lot 30
 ELANOR M. FLAHERTY, No. 461-Lot 31
 BETTY HENRICY, No. 462-Lot 46
 AUDREY D. DUELL, No. 464-Lot 45
 ELAINE BOGGS, No. 466-Lot 44
 STUART C. FISHER, No. 473-Lot 37
 JAMES ATTRIDGE, No. 477-Lot 39
 JOHN COREY, No. 479-Lot 40
 MARY L. LOSCH, No. 481-Lot 41
 WILLARD J. SWAN No. 495-Lot 64

POLK COUNTY REC. PAGE
 3199 2288

who have produced either a valid Florida Drivers License, or other valid identification, and who did not take an oath, and who executed the foregoing Fourth Amendment of Declaration of Restrictions, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of January, 1993.

Abel M. Lane
 Notary

Notary Public
 State of Florida at Large
 My Commission Expires
 May 18, 1993

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of January, 1993, by CHARLES R. CHILTON as Trustee of Land Trust Agreement Number One dated June 28, 1989, who is personally known to me or who has produced N/A as identification and who did take an oath.

Teresa D. Roberts
Notary Public TERESA D. ROBERTS

Serial Number AA641845

My Commission Expires JAN 25 1993
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN 25, 1993.
I HAVE BEEN QUALIFIED BY THE STATE BOARD OF NOTARIAL EXAMINERS.

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STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of January, 1993, by CHARLES R. CHILTON as Trustee of Land Trust Agreement Number Two dated June 28, 1989, who is personally known to me or who has produced N/A as identification and who did take an oath.

Teresa D. Roberts
Notary Public TERESA D. ROBERTS

Serial Number AA641845

My Commission Expires JAN 25 1993
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN 25, 1993.
I HAVE BEEN QUALIFIED BY THE STATE BOARD OF NOTARIAL EXAMINERS.

STATE OF FLORIDA

COUNTY OF POLK

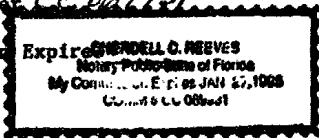
The foregoing instrument was acknowledged before me this 13th day of January, 1993, by LARRY D. TUCKER, President of Tucker Construction & Engineering, Inc. Agreement Number one dated June 28, 1989, who is personally known to me or who has produced N/A as identification and who did take an oath.

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Sherdell C. Reeves
Notary Public SHERDELL C. REEVES

Serial Number CC 068931

My Commission Expires SHERDELL C. REEVES



DEPT 115	216.00
DEPT 291	11.00
10302 #	
TOTAL	227.00
CHECKS	96.00
16307 #	
CHECKS	131.00

02/10/93 7754ARIM

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, CR. CL. CL.
POLK COUNTY, FLA.
BY *[Signature]* DC