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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

KENNWOOD PROPERTIES, a Florida General Partnership, or its successor or successors in interest, hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **KENNWOOD ON THE LAKE** pursuant to a plat recorded in Plat Book 121 at pages 15 and 16 of 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, developer hereby declares that all of the real property described on the Plat of Kennwood on the Lake, defined as "Development Property" herein shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to **KENNWOOD ON THE LAKE PROPERTY OWNERS ASSOCIATION, INC.**, a nonprofit corporation, its successors and assigns. The initial by-laws of the Association are attached to this Declaration and no amendment of this Declaration shall be required in the event the By-Laws are amended from time to time pursuant to their terms.

Section 2. "Common Area" shall mean all real property located within the Development Property, except the Lots. The Common Area includes, but is not limited to, all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, acreage Tract I, Citrus Grove, Irrigation and street lighting, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above. It is the Declarants intent that the Grove Property, although it may have commercial operations conducted upon it from time to time, be used primarily for the purpose of enhancing the aesthetics of the Development and to provide a buffer from the road ways and the railroad tracks. In no event shall any portion of the Common Areas be interpreted as a "commercial or industrial parcel" under Section 720.303(3)(b), Florida Statutes.

Section 3. "Developer" shall mean and refer to **KENNWOOD PROPERTIES**, a Florida General Partnership, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of real property depicted as a Lot in Kennwood on the Lake. On the date of the recording of this Declaration, there are ten (10) Lots, each of which are located within the Kennwood on the Lake Subdivision. Additional Lots may be subjected to this Declaration pursuant to the procedures set forth in Article VII herein. Additional Lots may, or may not, be a part of the Kennwood on the Lake Subdivision.

Section 5. "Maintenance" shall mean the exercise of reason-able care to keep 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 of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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. Every "owner" shall be a "member".

Recorded by
Neal E. Young, Attorney
via Winter Haven

Section 10. "Development Property" shall mean and refer to the real property subject to this Declaration as described on the Plat of Kennwood on the Lake and such additional real property as may be subjected to this Declaration in the future.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. 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.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of a developer, 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 may 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 Developer, who shall be entitled to exercise four votes for each lot owned. 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, or on January 1, 2005; or when Declarant or Developer voluntarily agrees to convert his Class B membership to Class A membership, whichever is sooner.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Developer 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 (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. 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. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance, repair, preservation and replacement of the Common Areas; including, but not limited to, attendant landscaping all roadways located within the subdivision, street and area lighting, citrus grove maintenance and irrigation in Tracts A and B;

(b) Acquisition of all equipment, and landscaping materials and hiring of personnel necessary to manage and properly take care of the day to day operation and upkeep of the Common Areas;

(c) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage;

(d) 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 Areas. 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.

(e) Workman'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.

(f) 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.

(g) Any other materials, supplies, labor, services, (including the hiring of accountants, attorneys, engineers or other professionals), insurance, taxes or assessments which the Association is

required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion the board of Directors of the Association to carry out its assigned functions, for the benefit or welfare of lot owners, or the enforcement of these restrictions.

Section 3. Maximum Annual Assessments.

The Association shall levy annual assessments, as follows:

(a) Until January 1, of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be \$1200.00.

(b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the annual assessment shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, required in Section 4 above; members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots, including those owned by the developer, on the first day of the month following the conveyance of the common area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the December 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before May 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. 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 percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment 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.

Section 10. Prohibited Uses. The Developer shall be responsible for satisfaction of the first mortgage on any Common Area and that no Assessments levied by the Association may be made or used for the payment of the first mortgage without the unanimous consent of all Lot owners.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Only the Association shall have such rights in and to the common area as follows:

(a) For the purpose of drainage and utilities, and the maintenance thereof;

(b) To dedicate or transfer any part of the common area to any municipality, public agency, authority, or utility for such purpose of (1. Providing access and utilities as may be required to service additional lots, which may be annexed as contemplated by Article VII and (2. Otherwise for the first ten (10) years from the date of the recording of the Declaration, the Association must obtain the unanimous vote of each owner to transfer, lease, or assign any interest in the Common Area, thereafter three-fourths (3/4) vote of all members shall be required. No such dedication or transfer under Section 1,(b)(2) above shall be effective unless a duly recorded instrument agreeing to such dedication or transfer is executed by the number of members required to approve such dedication or transfer.

Section 2. Right of Entry. Only the association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area or lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

Section 3. No Partition. There shall be no judicial partition of the common area, nor shall developer, 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 co-tenancy.

Section 4. Conservation Easement. Developer hereby grants and conveys to the owners a Conservation Easement (the "Conservation Easement") in perpetuity over and across Tract A to be forever used as any combination of agriculture, open space, recreational space for use of the owners, and as an aesthetic buffer between the Lots and the railroad tracks. The Board of Directors of the Association may, with the affirmative vote of a majority of each voting class, modify the then current use of the grove portion of the Common Area so long as the use, or combination of uses, are permitted as set forth above. In addition to the uses permitted under the Conservation Easement, the Association may designate up to 3 (three) acres of the grove portion of the Common Area for non-commercial use by owners for storage of such things as recreational vehicles, boats and trailers. Any uses of the grove portions of the Common Area that will impair or interfere with this purpose are prohibited. The Conservation Easement granted above may only be modified, amended or revoked by unanimous vote of all owners for the first 10 years following the recording of the Declaration, thereafter by three-fourths (3/4) vote of all owners.

Section 5. Utilities. Notwithstanding Section I above, the Association may grant Utility Easements over, on or under the Common Areas for the installation, construction, repair, maintenance and replacement of utilities so long as the utilities are not erected above ground from the main power poles to the residences. Any damage caused to the Common Areas shall be repaired at the expense of the entity causing such damage. In the event it is necessary to disturb the surface of the land in the exercise of any Utility Easement, the roadways, grass, landscaping and other improvements which are disturbed shall be restored by the utility company responsible therefore as soon as practical to there prior condition as nearly as possible.

Section 6. Encumbrances. Unless otherwise specifically provided for in this Declaration, the Association shall not transfer, lease, assign, mortgage, or otherwise encumber any portion of the Common Area without the unanimous consent of the owners.

ARTICLE V. ARCHITECTURAL CONTROL

Section 1. Creation of Architectural Committee. As long as Declarant retains his Class B voting membership in the Association, Declarant or his designated representative shall exercise and carry out the functions of the architectural committee as hereinafter defined. At such time as Declarant's Class B voting stock is converted to Class A voting stock in the Association the Board of Directors of the Association shall appoint a committee to be known as the Architectural Committee to exercise and carry out the functions of said committee as hereinafter defined. The Architectural Committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board.

Section 2. Construction, Reconstruction, Repairs or Alterations. The owner of any lot in the subdivision prior to: (i) commencing construction of a new residence; or (ii) making any alterations, additions or improvements to an existing residence; or (iii) repairing, reconstructing, rebuilding or improving any residence which has been totally or partially destroyed or damaged by fire, or other casualty, shall first submit a copy of the complete plans and specifications for any such construction activity to the architectural committee for its approval. The architectural committee shall grant approval only if the design proposed by the owner shall; (i) be harmonious in external design with other finished residences in the subdivision; (ii) benefit and enhance the entire subdivision in a manner generally consistent with the plan of development of the entire subdivision; and (iii) meets all of the requirements imposed by the covenants, Conditions and Restrictions of this Declaration.

This section shall include all structures located on any individual lot to include, but not be restricted to main residential structures, walls, fences, pools, pool enclosures, docks, gazebos, or other above-ground improvements.

Section 3. Approval of Committee: How Evidences. Whenever in this Article approval of the architectural committee is required, such approval shall be given in writing. In the event the architectural committee fails to approve or disapprove the proposed construction within 30 days after receipt of a request to do so, approval shall be deemed to have been given, and compliance with the terms of this Article conclusively presumed.

ARTICLE VI. USE RESTRICTIONS

The subdivision (**KENNWOOD ON THE LAKE**) shall be occupied and used only as follows:

Section 1. Use. Each lot shall be used exclusively for single family occupancy residential purposes, and no more than one dwelling unit shall be located on any platted lot. Said dwelling unit may not be a mobile or modular home but only a conventional home. No business of any kind shall be conducted in any residence with the exception of the business of Declarant in developing all of the lots. Business conducted exclusively by telephone, computer or mail with no visible personal or vehicular traffic is exempt from this section.

Section 2. Prohibited Dwellings. No building or structure of any sort may be moved on any lot, it being the intention of these restrictions that any and all buildings and structures constructed on the property be of new materials. No tent, motor home, camper, travel trailer, garage outbuilding or attachment shall be erected or placed on any lot prior to the placement or the construction or delivery of the main dwelling unit, nor at any time may be used as a residence, either temporary or permanent.

Section 3. Setbacks. No part or portion of any dwelling unit or structure shall be placed closer than one hundred (100) feet from the street side, or one hundred-fifty (150) feet from the lakeside property line, nor (7) feet from side property line. Notwithstanding the set back lines as may be required in this Declaration or on the Plat of Kennwood on the Lake, the owners of the following Lots may reduce the required set backs in their discretion by the following distances:

Lot 7, five (5) feet Lot 8, ten (10) feet Lot 9, fifteen (15) feet Lot 10, twenty (20) feet

Section 4. Garbage. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from an adjoining property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets may be kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purposes. However, notwithstanding the foregoing, dogs, cats and other common domestic household pets of a non-vicious breed may be kept on lots subject to the following restrictions:

(a) No such pets shall be allowed to roam unrestricted and unattended in the subdivision; when such pets are allowed outside a residence, they must either be on a leash properly attended by a responsible person or be enclosed within a fenced yard.

(b) Excessive barking from dogs is not permitted.

Section 6. Nuisances. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole, and no advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale or rent, and any signs used by a builder or developer to advertise the property during construction or sales period.

Section 7. Visual Obstructions. Outside antenna or satellite dishes shall be located only in an area approved by the Architectural Committee. All mowers, bicycles, appliances, etc., shall be permanently stored out of public view. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All homes must be served by underground utility connections from the main power poles to the residences. All newspaper boxes shall be mounted on the same post as the mailbox.

Section 8. Fencing and Vehicles. No fence or wall shall be constructed from used material, nor shall be more than three (3) feet high between the home and the street, nor between the home and the lake. All vehicles, trucks, and boat trailers, kept in the premises shall have current year's license tag and be in operative condition. No tractor/trailers or trucks larger than one-ton capacity shall be parked on these premises, except for commercial delivery service. Except for emergency repairs, boats, utility trailers, campers and motor homes must be placed in the garage or stowed in the common area fenced and set aside for such storage purposes.

Section 9. Outside Equipment. Air Conditioning units located outside the residence, water treatment systems, pool equipment, wells, or pumps shall be landscaped or behind a wall as approved by the Architectural Committee.

Section 10. Maintenance. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be placed upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

Section 11. Regulations. Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

Section 12. Enforcement. Any violation of the above prior to ninety-nine (99) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 13. Amendment By Developer. These restrictions in Article V hereof may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions.

Section 14. Attorney's Fees. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

Section 15. Common Area. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

Section 16. Development Rights. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent developer, developer's transferees, or the employed, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

(c) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

Section 17. Prohibited Uses. Nothing shall be done or kept on a lot or on the common areas which would increase the rate of insurance relating thereto or to an adjacent lot in the subdivision, without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the common areas which would result in a cancellation of insurance on any residence or on any part of the common areas, or which would be in violation of any law. The only exceptions shall be if the property owners association is named as additional insured, the proposed activity is specifically approved by the property owners association board of directors, and the requesting party must produce copies of the insurance policy to the property owners association board of directors prior to the commencement of any proposed conduct, or addition to any lot.

Section 18. Noise Limitation. Excessive noise created by things such as the practice or playing of musical instruments, stereos, tape players or other audio or sound equipment shall be strictly prohibited. The Association shall be the sole decision maker as to when any such activity is excessive and should be prohibited.

Section 19. Minimum Construction Standards. In connection with the construction of residences on any lot in the subdivision, the following restrictions shall be adhered to:

(a) Residences may be constructed of wood, brick, stone, concrete block or vinyl (or any combination thereof) provided, however, all concrete block must be finished on the outside wall with either stucco, brick, stone or vinyl siding. Simulated brick or rock on the outside walls shall be prohibited.

(b) All residences must contain a minimum of 2400 square feet of living area, exclusive of garages, patios, porches, breeze ways and the like.

(c) Each residence must contain an enclosed two or more car garage as part of the primary residential structure. The garage may be detached so long as the structure is consistent with the primary structure in construction materials and architectural style.

(d) Finished roofing materials used on any residence shall have a "guaranteed" life of at least 25 years. Asphalt/fiberglass shingles, if used, must be of an architectural or dimensional type. Highly reflective surface material e.g., galvanized roofing material shall be prohibited.

(e) All lots with a constructed residence shall be neatly landscaped and/or sodded with any variety of St. Augustine grass, and an underground irrigation system must be installed to provide adequate water for proper maintenance and care of said landscaped areas.

(f) All residential driveways must be constructed of reinforced concrete or brick and shall extend from the platted street to the front of the enclosed garage.

(g) Construction of all residences shall be completed within one (1) year after construction commences.

(h) Docks if constructed are to be located to afford the clearest unobstructed view of the lake. Drawings are to be approved by the Architectural Committee and approved by the Developer/Association prior to construction.

Section 20. Storage of Personal Vehicles and Equipment. No vans, trucks, recreational vehicles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicle or equipment shall be allowed to park on any of the platted streets in the Subdivision or in any residential driveways (except on a temporary basis). All said vehicles must be parked inside of the enclosed garage area of the residence, and provided further, that same must have a current year's license tag.

Section 21. Location of Shallow Well. Shallow wells may be put down by lot owners for irrigation purposes, provided, however, same shall be located on the lake side of the Subdivision lot and out of public view if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure.

Section 22. Antennas. All T.V., radio and other outside antenna systems shall be securely fixed on the side of the residence only and shall not exceed a total height of 25 feet. All such antenna must be maintained in a state of good repair and shall not be allowed to remain in a bent or broken condition.

Dish antennas, if used, shall not exceed three (3) feet in diameter and must be mounted in the least conspicuous location.

Section 23. Environmental Considerations. Lots 1 through 10 contain wetlands and proposed upland buffer/drainage easement areas. "Subsection 369.20 (8), F.S. states 'a riparian owner may physically or mechanically remove herbaceous aquatic plants and semiwoody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less . . . ' In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of riprap or other shoreline reinforcements. Future changes to the above-mentioned statute and rule shall be applied to this restriction."

Section 24. Riparian Rights. Lake Mariana is a sovereign water body, the extent of private ownership of the adjacent uplands extends only to sovereign submerged lands boundary of Lake Marianna, unless ownership of the sovereign lands has been conveyed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. A "Safe Upland Line" of 137.00 feet NGVD, which approximates that boundary, was determined for Lake Marianna by the Florida Department of Environmental Protection's Division of State Lands and was used in the evaluation of this permit.

Section 25. Surface Water Management.

(a) No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in a wetland mitigation area or a wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(b) The association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(c) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.

(d) If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

(e) The Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(f) Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water management District (SWFWMD).

ARTICLE VII. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential lots and common areas, upon request, may be annexed to the Development Property within the sole discretion of the developer until January 1, 2025, so long as the additional lots do not exceed 15 lots, and thereafter additional residential properties and common areas may be annexed to the Development Property with the consent of a majority of member votes. Additional annexed Lots must be a minimum of three-fourths (3/4) acre in size except for Lots which have existing homes and which are located on Lakeshore Drive. Any annexed property shall be contiguous with the existing Development Property and any additional Common Area shall be limited to the uses and purposes as set forth in this Declaration.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. Developer, 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 developer, 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.

Section 2. Severability. 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 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members; provided, however, that any provision of this Declaration which requires the unanimous consent of all members may only amended through the recording of an instrument executed and acknowledged by all members.

Section 4. 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 therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association of any member thereof for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Section 6. Conflict Provision. In the event of a conflict between the terms and provisions contained herein and the terms and provisions found in the Articles of Incorporation of the Homeowner's Association or the By-Laws, the terms and conditions contained in this Declaration shall control.

Section 7. Income derived from Common Area. Any surplus income derived from Tract A and B may only be used to help defray the expense of financing the purposes of the Annual and/or Special Assessments. Any surplus shall be rolled over to help defray the following years expenses.

Section 8. Reserve Accounts. The Association shall require a Reserve Account be established and funded by the Board of Directors for major capital improvements and/or construction such as road construction/resurfacing. All such reserves shall be maintained in a separate account and used only for the purposes as set forth herein.

Executed at Winter Haven, Polk County, Florida, this 16 day of April, 2003

Signed, sealed and delivered in presence of:

[Signature]
Witness: Neil E. Young, as to all

[Signature] as to all
Witness: Teresa A. Warren

[Signature] as to all
Witness: Melissa L. Bean

[Signature] as to all
Witness: Allison Guerra

KENNWOOD PROPERTIES, a Florida General Partnership

By: [Signature]
Walter R. Woodward
General Partner

By: [Signature]
Kathy S. Woodward
General Partner

By: [Signature]
Kenn M. Kowalske
General Partner

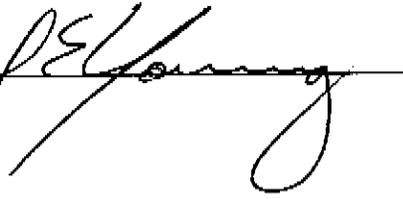
By: [Signature]
Patricia D. Kowalske
General Partner

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 16 day of April, 2003, by Walter R. Woodward, Kathy S. Woodward, Kenn M. Kowalske and Patricia D. Kowalske, General Partners of Kennwood Properties, a Florida General

Partnership, who are personally known to me or who have presented
as identification.

Notary Public



My Commission Expires:

