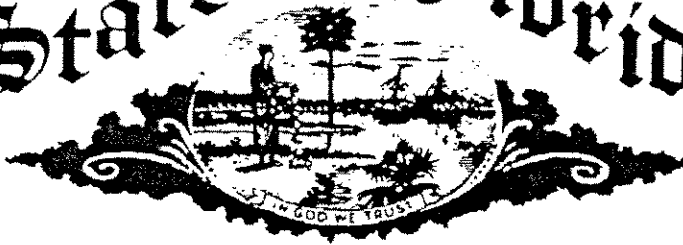


State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE MANORS AT WESTRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on November 13, 1998, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H98000021158. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N98000006460.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of November, 1998

Authentication Code: 098A00054844-111398-N98000006460-1/1



CR2EO22 (1-95)

Handwritten signature of Sandra B. Northam in cursive.

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
THE MANORS AT WESTRIDGE
HOMEOWNERS' ASSOCIATION, INC.
A NON-PROFIT CORPORATION

In compliance with the requirements of Florida Statutes, Chapter 617 (1993), the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify as follows:

ARTICLE I

DEFINITIONS

1.1 "Association" means and refers to THE MANORS AT WESTRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

1.2 "Declarant" means and refers to Park Square Enterprises, Inc., a Florida corporation, and its successors and assigns by virtue of such written instruments assigning the rights and obligations of Declarant which are recorded in the Public Records of Polk County, Florida. Upon recordation of any such assignment, the initial Declarant shall be released and absolved from any obligations on the part of the Declarant as may arise by or through this Declaration. An Owner, Timeshare Owner, Timeshare Association, Timeshare Developer or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage or management of a Lot.

1.3 "Florida Timeshare Plan" means and refers to an arrangement establishing the timeshare use of the Timeshare Lots pursuant to Chapter 721 of the Florida Statutes.

1.4 "Lot" means and refers to any Lot on a Plat of the properties described in Article V, and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration.

1.5 "Member" means and refers to the Members of the Association.

1.6 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however all Timeshare Owner(s). "Owner," for any Lot which is a Timeshare Lot, shall mean the Timeshare Owner, the Timeshare Developer, or the Timeshare Association, as the context requires.

1.7 "Occupants" means and refers to persons with the legal right to occupy a Residence from time to time, including without limitation lessees, exchangees and other persons with the right of occupancy under a Florida Timeshare Plan.

1.8 "Properties" means and refers to the properties described in Article V below and additions thereto as described in the Declarant.

This document was prepared by:
Aaron J. Gorovitz, Esquire
Florida Bar Number: 378100
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809
(407) 843-4600

1.9 "Residence" means and refers to any residential building constructed on a Lot (including a Timeshare Lot) for which a certificate of occupancy has been duly issued.

1.10 "Timeshare Association" means and refers to the association for the Timeshare Lots formed pursuant to a Florida Timeshare Plan.

1.11 "Timeshare Developer" shall mean and refer to the developer of any portion of the Properties which, in the future, becomes the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes.

1.12 "Timeshare Lot" shall mean and refer to any Lot which is also the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes.

1.13 "Timeshare Owner" means and refers to any person or entity whatsoever which purchases an interest in a Lot (and Residence thereon) which is the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes. The foregoing shall be broadly construed to include owners who purchase so called floating interests and UDI interests.

ARTICLE II

NAME OF CORPORATION

The name of the Corporation is THE MANORS AT WESTRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (hereafter called the "Association").

ARTICLE III

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5401 Kirkman Road, Suite 525, Orlando, Florida 32819.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5401 Kirkman Road, Suite 525, Orlando, Florida 32819 and Anil Deshpande is hereby appointed the initial registered agent of this Association at that address.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Residences and Common Area within that certain tract of property described as:

Villas of Westridge Phase 5-A
Plat Book 106 Pages 17 and 18
Polk County, Florida

together with such additional lands, if any, which may be brought within the jurisdiction of the Association from time to time, as provided in the "Declaration" referred to hereinbelow, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereto be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in that certain Declaration of Conditions, Covenants, Easements and Restrictions for The Manors at Westridge, hereinafter called the "Declaration" (for purposes hereof all capitalized terms, unless provided otherwise herein, shall have the same meaning as in the Declaration), applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Polk County, Florida, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Provided, however, notwithstanding anything else to the contrary set forth in this Section 3.1: (i) with respect to any Timeshare Lot, the Timeshare Association shall be the Member of the Association; and (ii) any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record title holder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association, except, however, for any Timeshare Lot, the Timeshare Association shall be the Member of the Association. To the extent that said deed shall pass title to a new Owner from an existing Owner (i.e., for a Lot which is not a Timeshare Lot), membership in the Association shall be transferred from the existing Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be a Member of the Association unless and until any of said parties obtain or receive fee simple title to such Lot.

ARTICLE VII

VOTING RIGHTS

7.1 Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A Membership shall be: (i) the Timeshare Association for each Timeshare Lot; and (ii) all Owners of Lots which are not Timeshare Lots (except the Declarant and its successors and assigns shall be Class B Members as long as the Class B membership shall exist, and thereafter, the Declarant and its successors and assigns shall be Class A Members to the extent each would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership (the Timeshare Association shall have one (1) vote for each Timeshare Lot.). When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Lot owned by the Class B Member. The Class B membership shall cease and terminate upon the earlier of the following: (i) October 29, 2018; (ii) at such time as ninety percent (90%) of the maximum number of Residences allowed for the Properties and Additional Properties have been conveyed to Class A Members; or (iii) sooner, at the election of the Declarant. When the Class B membership terminates, the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

If the Declarant is the Timeshare Developer the Declarant shall not have Class B votes on partially-sold Timeshare Lots; rather, for partially-sold Timeshare Lots the Declarant shall have only Class A votes.

7.2 Entitled to Vote. "Entitled To Vote" means and refers to that Owner (or Timeshare Association for a Timeshare Lot) who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot (or the Timeshare Association for a Timeshare Lot), and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners (and the Timeshare Association and its designees for a Timeshare Lot) whether Entitled To Vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

ARTICLE VIII

INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is as follows:

Anil Deshpande	5401 Kirkman Road, Suite 525 Orlando, Florida 32819
----------------	--

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than nine (9) Directors, who need not be members of the Association; provided, however,

the Board shall consist of an odd number of Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board of Directors shall consist of three (3) Directors, who shall serve until the appointment of their successors as provided in the Declaration or the election of their successors as provided in the Bylaws, as the case may be.

The names and addresses of the initial Board of Directors are as follows:

Anil Deshpande	5401 Kirkman Road, Suite 525 Orlando, Florida 32819
Richard M. Woodley	5401 Kirkman Road, Suite 525 Orlando, Florida 32819
Thomas M. McKee	5401 Kirkman Road, Suite 525 Orlando, Florida 32819

At the first annual meeting of the Members in which the Class A Members are eligible to elect all the Directors and at each annual meeting thereafter, the Members shall elect three (3) Directors for a term of one (1) year.

ARTICLE X

OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers, who shall serve until their successors are elected by the Board of Directors, are as follows:

PRESIDENT/SECRETARY	Anil Deshpande 5401 Kirkman Road Suite 525 Orlando, Florida 32819
VICE-PRESIDENT/TREASURER	Tom McKee 5401 Kirkman Road Suite 525 Orlando, Florida 32819

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes and which is acceptable to the St. Johns River Water Management District. This procedure shall be subject to Court approval on dissolution pursuant to the provisions of Florida Statutes, Section 617.05.

ARTICLE XIIDURATION

The Association shall exist perpetually.

ARTICLE XIIIAMENDMENTS

Amendment of these Articles may be accomplished either (i) by written action of the Declarant or (ii) by a vote of a majority of each class of Members in person or by proxy at a meeting duly called for such purpose; provided, however, any amendment shall require the Declarant's approval so long as Declarant owns a Lot within the Properties.

ARTICLE XIVBYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided in the Bylaws.

ARTICLE XVDECLARATION AND BYLAWS

In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of these Articles, the terms and provisions of the Declaration shall control. In the event of any conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws, the terms and provisions of these Articles shall control.

ARTICLE XVIINDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the

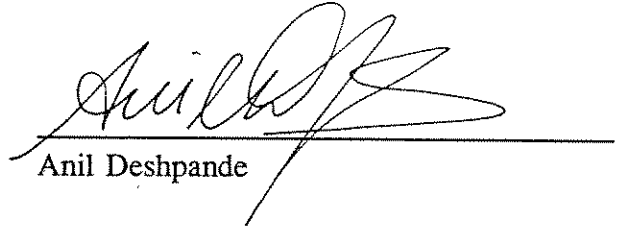
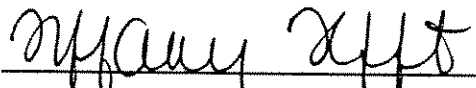
circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 29th day of October, 1998.

Signed, sealed and delivered
in the presence of:

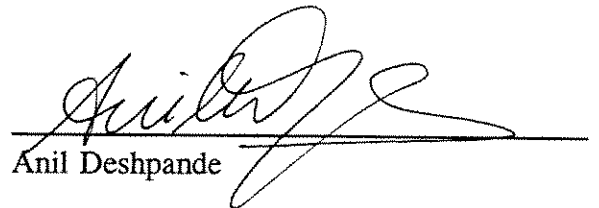


Thomas McKee
(Print Name)


Anil Deshpande

Tiffany Tefft
(Print Name)

The undersigned hereby accepts the foregoing designation as the registered agent for said corporation.


Anil Deshpande

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of October,
1998 by Anil Deshpande. He is personally known to me.



Tiffany Tefft
Notary Public
Print Name: TIFFANY TEFFT
Commission No.: _____
My Commission Expires: _____

**BYLAWS
OF
THE MANORS AT WESTRIDGE
HOMEOWNERS' ASSOCIATION, INC.**

These Bylaws constitute the code of rules adopted by The Manors at Westridge Homeowner's Association, Inc. for the regulation and management of its affairs.

**SECTION I
DEFINITIONS**

As used in these Bylaws, the following terms shall be construed to mean:

1.1 "Association" means and refers to the corporate entity organized by the Articles of Incorporation of this corporation and known as The Manors at Westridge Homeowners' Association, Inc.

1.2 "Class A Membership" means and refers to the same term as defined in the Declaration.

1.3 "Class B Membership" means and refers to the same term as defined in the Declaration.

1.4 "Declarant" means and refers to the same term as defined in the Declaration.

1.5 "Declaration" means and refers to the Declaration of Conditions, Covenants, Easements and Restrictions for The Manors at Westridge which was or will be recorded among the Public Records of Polk County, Florida.

1.6 "Entitled to Vote" means and refers to the same term as defined in the Declaration.

1.7 "Lot" means and refers to the same term as defined in the Declaration.

1.8 "Member" means and refers to the same term as defined in the Declaration.

1.9 "Owner" means and refers to the same term as defined in the Declaration.

1.10 "Person" means and refers to the same term as defined in the Declaration.

1.11 "Plat" means and refers to that Plat of The Manors at Westridge, which has been or will be recorded in the Public Records of Polk County, Florida and such additional plats of real

property recorded in the Public Records of Polk County, Florida which may hereafter be brought within the jurisdiction of the Association.

1.12 "Properties" means and refers to the same term as defined in the Declaration.

1.13 "Residences" means and refers to the same term as defined in the Declaration.

Any other capitalized terms not specifically defined herein shall have the same meaning as set forth in the Declaration.

SECTION II CORPORATE OFFICE

2.1 Name and Location. The name of the corporation is The Manors at Westridge Homeowners' Association, Inc. The principal office of the corporation may be changed by the Board of Directors at any time, and meetings of Members and directors may be held at such places within the State of Florida, County of Polk, as may be designated by the Board of Directors.

SECTION III MEETING OF MEMBERS

3.1 Annual Meetings. The first annual meeting of the Members shall be held upon or about the first anniversary of the date the Articles of Incorporation of the Association are filed with the Secretary of State, State of Florida. If the day for the annual meeting of the Members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the Declarant, the president or the Board of Directors, or upon written request of a majority of the Members Entitled to Vote.

3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by the secretary, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member Entitled to Vote at the last address appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence, physically or by proxy, at the meeting of one-tenth (1/10th) of the Members Entitled to Vote shall constitute a quorum for any action, except as otherwise provided: (1) in the Articles of Incorporation or (2) in the Declaration. If, however, such quorum shall not be present or represented at any meeting, the Members Entitled to Vote

shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

SECTION IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number. This Association will be managed by the three (3) initial persons serving on the Board of Directors. The number of directors may be changed by resolution adopted by the Board of Directors; provided, however, that the number of directors shall not be decreased to less than three (3) or increased to more than nine (9). The affairs of this Association shall be managed by a Board of Directors, who need not be Members of the Association, if they represent Class B Members.

4.2 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, incapacity, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.3 Compensation. No director shall receive compensation for any service that he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.4 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

SECTION V NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. At the annual meeting, any Member may nominate a person to serve on the Board of Directors.

5.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

SECTION VI
MEETINGS OF DIRECTORS

6.1 Regular Meetings. The annual meeting of the Board of Directors shall be held without notice immediately following the annual meeting of the Members at the same place as may be fixed for the annual meeting of the Members.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' written notice to each director at his address as shown upon the records of the Association.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board of Directors shall have the power to:

A. assess a Lot Owner for improvement, maintenance and repairs upon the Lot Owner's Lot and otherwise as provided in the Declaration;

B. suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or take such other action or actions against any member as may be provided in the Declaration for any violation of any of the terms thereof, the Articles of Incorporation or these By-Laws.

C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of the Bylaws, the Articles of Incorporation, or the Declaration;

D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;

E. place a lien on a Lot for nonpayment of any assessment, as provided in the Declaration; and

F. employ a manager, an independent contractor, security patrol and/or such other employees as they deem necessary, and to prescribe their duties.

G. Use other powers described in the Declaration.

7.2 Duties. It shall be the duty of the Board of Directors to:

A. cause to be kept a complete record of all its acts and corporate affairs and to present statements thereof to the Members at: 1) the annual meeting of the Members, or 2) any special meeting of the Members when such statement is requested in writing by a majority of the Members Entitled to Vote;

B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. as more fully provided in the Declaration, to:

(i) fix the amount of any assessment against each Lot as provided in the Declaration;

(ii) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same; and

(iii) take other actions required by the Declaration.

D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. procure and maintain adequate liability and hazard insurance on any property owned by the Association;

F. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. cause the Common Area to be maintained in the manner set forth in the Declaration.

SECTION VIII OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be directors of the Association, a secretary, and a treasurer.

8.2 Election of Officers. The election of officers shall take place at the meeting of the Board of Directors immediately following each annual meeting of the Members.

8.3 Term. The officers of this Association shall be elected annually by the Board, and each officer shall hold office for one (1) year, unless he shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.5 Vacancies. A vacancy in any office may be filled by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

8.6 Multiple Offices. No officer shall simultaneously hold more than two (2) offices. Further, the President and Treasurer shall not be the same person.

8.7 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of carried out; shall sign all legal documents; and co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of the meetings of the Board and of the Members; keep appropriate current records

showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget, including a statement of income and expenditures to be presented to the membership at its regular annual meeting.

SECTION IX COMMITTEES

In addition, the Board of Directors shall appoint such committees as it deems appropriate in carrying out its purpose and that of the corporation.

SECTION X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

SECTION XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "THE MANORS AT WESTRIDGE HOMEOWNERS' ASSOCIATION, INC.", the words "Florida" and "Not-For-Profit Corporation", and the year of incorporation.

SECTION XII MISCELLANEOUS

Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION XIII AMENDMENTS AND ADMINISTRATIVE PROVISIONS

13.1 Amendment of the Bylaws. These Bylaws may be amended by Declarant, in its discretion, or at a regular or special meeting of the Members by a vote of a majority of a quorum of Members who are present in person or by proxy; provided, however, any such amendment must be approved by Declarant so long as Declarant owns any Lots in the Properties.

13.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13.3 Construction in Accordance with Law. These Bylaws will be construed in accordance with the laws of the State of Florida.

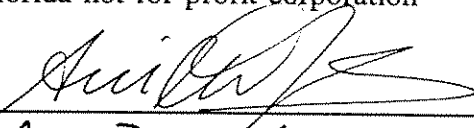
13.4 Headings. The headings used for each Article and Section in these Bylaws are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of these Bylaws.

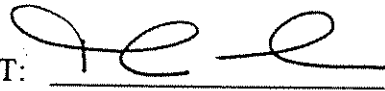
13.5 Number and Gender. Wherever the context shall so require, all words in any gender will be deemed to include the all genders. All words in the singular will include the plural, and all words in the plural will include the singular.

13.6 Severability. In case any one or more of the provisions contained in these Bylaws shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Bylaws shall be construed, as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, we hereby certify, that the foregoing Bylaws of The Manors at Westridge Homeowners' Association, Inc., were duly adopted by the Board of Directors of said corporation in a meeting held for such purpose on the 29th day of October, 1998.

THE MANORS AT WESTRIDGE
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: 
ANIL DESHPANDE, President

ATTEST: 
Thomas McKee, Secretary ~~VICE PRESIDENT~~

INSTR # 98171002
OR BK 04132 PG 0218
RECORDED 11/16/98 02:38 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK K Sears

This instrument was prepared by
and should be returned to:

Aaron J. Gorovitz, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
THE MANORS AT WESTRIDGE

THIS DECLARATION is made this 29 day of October, 1998, by PARK SQUARE ENTERPRISES, INC., a Florida corporation, whose address is 5401 Kirkman Road, Suite 525, Orlando, Florida 32819, which declares hereby that the "Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I.
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Additional Properties" shall mean and refer to that portion of the lands being more particularly described on Exhibit "A" attached hereto not initially included among the Properties encumbered hereby but which may be included among the Properties in the future upon Declarant's execution and recordation of a supplemental declaration herein according with Article II below.

1.2 "Assessment" means and refers to the funds assessed against an Owner (or Timeshare Association constituting the owner's association for any Lot which is a Timeshare Lot) from time to time as provided hereinafter.

1.3 "Association" means and refers to THE MANORS AT WESTRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

1.4 "Board of Directors" means and refers to the board of directors of the Association.

1.5 "Common Area" means and refers to all real property (including the improvements thereto) and all personal property owned by the Association and Streets and Tracts of land, if any, shown or drawn on a Plat as owned or to be owned by the Association for the common use, enjoyment and benefit of the Owners and the Occupants. Common Area shall also include all property designated as common areas or a plat or in this Declaration and in any future recorded supplemental declaration (but not including any tract dedicated on a Plat to Polk County or another public utility provider) and shall further include the landscaping and any improvements thereon. Certain of the Common Area is shown as tracts on the Plat.

1.6 "Declaration" means and refers to this Declaration of Conditions, Covenants, Easements, and Restrictions for The Manors at Westridge as recorded in the Public Records of Polk County, Florida, and as the same may be amended from time to time.

1.7 "Declarant" means and refers to Park Square Enterprises, Inc., a Florida corporation, and its successors and assigns by virtue of such written instruments assigning the rights and obligations of Declarant hereunder which are recorded in the Public Records of Polk County, Florida. Upon recordation of any such assignment, the initial Declarant shall be released and absolved from any obligations on the part of the Declarant as may arise by or through this Declaration. An Owner, Timeshare Owner, Timeshare Association, Timeshare Developer or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage or management of a Lot.

1.8 "Drainage Easements" means and refers to the drainage easements declared and reserved on a Plat.

1.9 "Entitled To Vote" means and refers to that Owner (or Timeshare Association for a Timeshare Lot) who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot (or the Timeshare Association for a Timeshare Lot), and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners (and the Timeshare Association and its designees for a Timeshare Lot) whether Entitled To Vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

1.9a "Florida Timeshare Plan" means and refers to an arrangement establishing the timeshare use of the Timeshare Lots pursuant to Chapter 721 of the Florida Statutes.

1.10 "Institutional Lender" or "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA) or the Veteran's Administration (VA) and any successor or assignee thereof. The terms Institutional Lender and Institutional Mortgagees also mean and refer to the Timeshare Developer and any mortgagees of timeshare weeks or interests and their successors, assigns and grantees.

1.11 "Lot" means and refers to any Lot on a Plat of the Properties, and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration.

1.12 "Member" means and refers to the Members of the Association as provided in Article III hereof.

1.13 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, excluding however all Timeshare Owner(s). "Owner," for any Lot which is a Timeshare Lot, shall mean the Timeshare Owner, the Timeshare Developer, or the Timeshare Association, as the context requires.

1.13a "Occupants" means and refers to persons with the legal right to occupy a Residence from time to time, including without limitation lessees, exchangees and other persons with the right of occupancy under a Florida Timeshare Plan.

1.14 "Plat" means and refers to the Plat of Villas at Westridge Phase 5-A, as recorded in Plat Book 106, Pages 17 and 18 of the Public Records of Polk County, Florida, together with any plat of Additional Properties made subject to this Declaration and to the jurisdiction of the Association.

1.15 "Properties" means and refers to all of the properties as described in Section 2.1 of this Declaration, and additions thereto, as are now or hereafter made subject to this Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

1.16 "Residence" means and refers to any residential building constructed on a Lot (including a Timeshare Lot) for which a certificate of occupancy has been duly issued.

1.17 "Timeshare Association" means and refers to the association for the Timeshare Lots formed pursuant to a Florida Timeshare Plan.

1.18 "Timeshare Developer" shall mean and refer to the developer of any portion of the Properties which, in the future, becomes the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes.

1.19 "Timeshare Lot" shall mean and refer to any Lot which is also the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes.

1.20 "Timeshare Owner" means and refers to any person or entity whatsoever which purchases an interest in a Lot (and Residence thereon) which is the subject of a Florida Timeshare Plan pursuant to Chapter 721 of the Florida Statutes. The foregoing shall be broadly construed to include owners who purchase so called floating interests and UDI interests.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

2.1 Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Polk County, Florida, and is more particularly described as follows:

All of VILLAS AT WESTRIDGE PHASE 5-A, according to the Plat thereof, as recorded in Plat Book 106, Pages 17 and 18, of the Public Records of Polk County, Florida.

all of which real property, and all additions thereto, is herein referred to collectively as the "Properties."

2.2 Supplements. So long as the Class B membership (as herein defined) shall exist, Declarant may from time to time bring all or any portions of the Additional Properties under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, Timeshare Developer, Timeshare Association, Timeshare Owners or the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Properties as part of the Properties subject to this Declaration. To the extent that additional real property shall be made a part of the Properties as a common scheme, reference herein to the Properties should be deemed to be a reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Properties, to develop any such future portions under such common scheme, nor to prohibit the Declarant from rezoning and/or changing the development plans with respect to such future portions and/or the Declarant from adding additional or other property to the Properties under such common scheme. All Owners and Timeshare Owners, by acceptance of a deed to their Lots or an interest therein, thereby automatically consent to any such rezoning, change, addition or

deletion thereafter made by Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Provided, however, notwithstanding anything else to the contrary set forth in this Section 3.1: (i) with respect to any Timeshare Lot, the Timeshare Association shall be the Member of the Association; and (ii) any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record title holder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association, except, however, for any Timeshare Lot, the Timeshare Association shall be the Member of the Association. To the extent that said deed shall pass title to a new Owner from an existing Owner (i.e., for a Lot which is not a Timeshare Lot), membership in the Association shall be transferred from the existing Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be a Member of the Association unless and until any of said parties obtain or receive fee simple title to such Lot.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Membership shall be: (i) the Timeshare Association for each Timeshare Lot; and (ii) all Owners of Lots which are not Timeshare Lots (except the Declarant and its successors and assigns shall be Class B Members as long as the Class B membership shall exist, and thereafter, the Declarant and its successors and assigns shall be Class A Members to the extent each would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership (the Timeshare Association shall have one (1) vote for each Timeshare Lot.). When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Lot owned by the Class B Member. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) October 29, 2018; (ii) at such time as ninety percent (90%) of the maximum number of Residences allowed for the Properties and Additional Properties have been conveyed to Class A Members; or (iii) sooner, at the election of the Declarant. When the Class B

membership terminates, the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

If the Declarant is the Timeshare Developer the Declarant shall not have Class B votes on partially-sold Timeshare Lots; rather, for partially-sold Timeshare Lots the Declarant shall have only Class A votes.

3.3 General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members Entitled To Vote and not of the Members themselves.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON AREAS: OTHER EASEMENTS

4.1 Members' Easements. Each Member and Occupant shall have a nonexclusive permanent and perpetual easement over and upon the Common Area (except private streets) for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

A. The right and duty of the Association to levy Assessments against each Lot, including without limitation each Timeshare Lot, for the purpose of maintaining the Common Area and facilities in compliance with the provisions of this Declaration and with the restrictions on the Plats of portions of the Properties from time to time recorded;

B. The right of the Association to suspend the Member's voting rights (including, without limitation, the voting rights of the Timeshare Association) for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations;

C. The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Area and all facilities at any time situated thereon, including the right to fine Members (including, without limitation, the Timeshare Association) as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; and

D. The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all permitted users' immediate family and designees who reside within the Properties, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Further, notwithstanding the foregoing, each Member and Occupant shall have a nonexclusive permanent and perpetual easement for ingress and egress over and upon all streets which are not public which easement is for use in common with all other Members and Occupants and their tenants, agents and invitees not subject to A, B, C and D above.

4.2 Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot (including, without limitation, the Timeshare Lots).

4.3 Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as required, the Common Area, together with the paving, drainage structures, masonry walls, lighting fixtures and appurtenances, landscaping, sprinkler systems, entrance markers, signs, improvements and other structures installed by the Declarant or the Association situated on the Common Area, if any, with all such work to be done as ordered by the Board of Directors of the Association. In order to maintain, manage and operate the Common Area, and such appurtenances as are described above, the Association shall have the right and authority to enter into such contracts or agreements as the Board of Directors of the Association deem appropriate. Maintenance of any lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's responsibility to Polk County of any kind with respect to the Common Area and shall indemnify and hold the Declarant harmless with respect thereto.

Each Member (and the Timeshare Association for the Timeshare Lots) shall be responsible for the maintenance, replacement, and repair of all permitted walls, gates, paving, drainage facilities, structures and improvements located on his Lot, other than those specifically provided to be maintained by the Association.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner, Timeshare Owner, Timeshare Association and/or Member may waive or otherwise escape liability for Assessments by non-use of the Common Area or Lots or abandonment of the right to use the Common Area.

4.4 Utility Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. In addition, easements over, upon, under, through and across the Common Area are reserved to the

Association and the Declarant, and may be declared or granted from time to time by the Declarant during any period that the Declarant shall own at least one (1) Lot, for such further utility, egress, ingress, or drainage easements over and across the Properties as may be required from time to time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Association and part of the Properties or not. Regarding any easement declared by the Declarant, the joinder of the Association or any Owner, Timeshare Owner, Timeshare Association, Timeshare Developer, Timeshare Owner's mortgagee or Owner's mortgagee shall not be required.

4.5 Drainage Easements. Drainage Easements have been declared and reserved as shown on and created by the Plat. Each Owner of any Lot (and the Timeshare Association for all Timeshare Lots) encumbered by a Drainage Easement upon which a drainage swale is located shall be solely responsible for the repair, replacement, and maintenance of such drainage swale. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures is expressly prohibited. In the event any Owner, Timeshare Owner, or Timeshare Association fails to repair, replace and maintain any drainage swales, or alters or obstructs any piping, drainage swales, facilities or structures, the Association may repair, replace and maintain such drainage swales, facilities and structures and assess such Owner, Timeshare Owner, or Timeshare Association for the costs and expenses incurred in order to accomplish the foregoing. Each Owner, Timeshare Owner, and the Timeshare Association hereby grants an easement and license to the Declarant and the Association over, upon and across such Owner's, Timeshare Owner's, and Timeshare Association's Lot in order to facilitate and accomplish the foregoing. Further, no Owner, Timeshare Owner, Timeshare Association, or any other party shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area which would in any way affect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Declarant or the ARB (as hereinafter defined).

4.6 Ownership. As shown on the Plat, the Common Area shall be or is dedicated non-exclusively to the Association for the joint and several use, in common, of the Members (and the Occupants) and their tenants, guests and invitees. Declarant shall convey the Common Area to the Association at a time determined by Declarant in its sole discretion, which shall accept such conveyance. Beginning on the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area (whether or not then conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes and assessments, if any, assessed against that portion of the Common Area owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes on the Lots (including, without limitation, the Timeshare Lots) within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located

thereon, which taxes accrue from and after the date this Declaration is recorded and the amount of such taxes shall be included in the Assessments.

The Common Area cannot be mortgaged or conveyed to any third party without the approval of two-thirds (2/3) of each class of Members voting in person or by proxy at an annual or special meeting of the membership of the Association.

Notwithstanding anything in this Declaration to the contrary, by acceptance of a deed of any real property which is the subject of this Declaration, the grantee therein specifically acknowledges and agrees that Declarant may, at its sole option: (i) enter into a commercially reasonable lease, license or other agreement concerning all or any portion(s) of the Common Area with one or more third parties from time to time; and (ii) utilize or permit third parties to utilize portions of the Common Area for the business purposes of Declarant and third parties approved by Declarant. By acceptance of a deed, any such grantee acknowledges and specifically agrees that it shall not, in any way, challenge the right of Declarant and its designees to possess portions of the Common Areas in accordance with agreements entered into pursuant to the previous sentence. Any such agreement shall be enforceable whether or not it is expressed in the deed (or other document of conveyance) to the grantee and shall be a covenant running with the land.

4.7 Conservation Easements. Declarant reserves the right to grant conservation easements and development rights to qualified grantees, including, without limitation, Polk County Florida and/or the South Florida Water Management District, over, upon and across the Common Area. There shall be no construction, clearing or grading in any area which is encumbered by a conservation easement, without approval from applicable governmental entities, including Polk County.

4.8 Declarant and Others' Offices. Notwithstanding anything in this Declaration to the contrary, but subject to approval by Polk County if required by its laws and ordinances, the Declarant and all its designees (including without limitation, the Timeshare Developer and the manager of the Timeshare Association and their agents and employees, and rental agents designated by Declarant from time to time) shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction, rental or other offices, and appropriate easements of access and use are expressly reserved unto the Declarant, its designees, and their successors, assigns, employees and contractors, for these purposes.

4.9 Sidewalks. Public sidewalk easements are referred to on the Plats.

4.10 Easements for Maintenance of Lawns. The Association shall at all times maintain the front, side, and rear lawns on all Lots which have improved Residences for which certificates of occupancy have been issued by Polk County. Such maintenance shall include, without limitation, cutting lawns, trimming lawns and fertilizing lawns. All such work to be done pursuant to this Section 4.10 and all expenses incurred hereunder shall be paid for by the Association using the Assessments described herein. It is acknowledged that an Owner (and the

Timeshare Association for the Timeshare Lots) may at its option plant and maintain flowers at each Residence.

ARTICLE V.
ASSOCIATION-COVENANT
FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligations of the Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any supplemental declaration), for all Lots (including, without limitation, Timeshare Lots) within the Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, (and the Timeshare Association for all Timeshare Lots) shall be deemed to covenant and agree, to pay to the Association annual Assessments, which shall be used in furtherance of the purposes described in this Declaration, such as, without limitation, for the maintenance, management, operation and insurance of the Common Areas and other properties that may be otherwise used for the benefit of the Properties as provided elsewhere herein (including such reasonable reserves as the Association may deem necessary in its absolute and sole discretion). Further, Declarant and each Owner (and the Timeshare Association for the Timeshare Lots) are deemed to and agree to pay special Assessments, capital improvement Assessments, as provided elsewhere herein and all other charges, fees and Assessments hereinafter referred to, all such charges, fees, and Assessments to be fixed, established and collected from time to time as herein provided. In addition, individual Assessments may be levied against particular Owners and Lots (and the Timeshare Association for Timeshare Lots) for expenses incurred against particular Lots and/or Owners (and the Timeshare Association for Timeshare Lots) to the exclusion of others as contemplated in this Declaration. The annual, special and other Assessments, together with such interest thereon and costs of collection thereof (and late fees) as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot(s) (and Timeshare Lots) against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property (and the Timeshare Association for Timeshare Lots) at the time when the Assessment fell due. Except as provided herein with respect to individual Assessments which may be imposed on one or more Lots and Owners (and the Timeshare Association for Timeshare Lots) to the exclusion of others, and with respect to assessment of the Declarant, all Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

5.2 Purpose of Assessments. The regular Assessments levied by the Association shall be used for lawn maintenance as described in Section 4.10 above and for operation, maintenance, repair, renovation, and construction upon the Common Areas, including without limitation the private streets and drainage tracts located within the Properties, and the maintenance and repair of such other properties as may be used for the benefit of the Properties, as specifically provided

herein, capital improvements, reserves, operating costs of the Association and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, and the Occupants, their guests and tenants, all as provided for herein.

5.3 Reserves for Replacement. The Association Board of Directors may at its sole option elect to establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area. The reserve fund may be maintained from annual Assessments.

5.4 Working Capital. Upon the initial closing of the sale or the occupation of a Residence, the buyer (or Timeshare Developer for each Timeshare Lot) of such Residence shall pay to the Association the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), which amount shall be maintained in an account by the Association as working capital for the use and benefit of the Association. Said amount shall not be considered as advance payment of annual Assessments.

5.5 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,560.00) per Lot. ✓

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year, upon approval by a majority of the Board of Directors without a vote of the Membership, by an amount not greater than ten percent (10%) above the maximum Assessment for the previous year.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased by an amount greater than ten percent (10%) above the maximum Assessment for the previous year, as hereinabove provided, upon approval of a majority of each class of Members voting in person or by proxy at a meeting duly called for such purpose. ✓

C. The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum provided in 5.5A above.

5.6 Exterior Maintenance. The Owner of each Lot (the Timeshare Association for each Timeshare Lot) shall maintain the exterior of the Residence and the Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's (or Timeshare Association's) failure to do so, the Association may at its option, after giving the Owner (or Timeshare Association) thirty (30) days' written notice sent to his last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of the Residence located thereon. The cost of any of the work performed by the Association upon the

Owner's (or Timeshare Association's) failure to do so shall be immediately due and owing from the Owner (or Timeshare Association) of the Lot and shall constitute an individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien (upon recording of a claim of lien) against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

5.7 Special Assessments and Capital Improvements. Special Assessments for funds which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Area or other properties used for the benefit of the Properties and which have not previously been collected, and special assessments for other necessary funds, shall be levied by the Association only upon approval by a majority of each class of Members voting in person or by proxy at a meeting duly called for such purpose. Notwithstanding the foregoing, if the Declarant elects to pay the amount of any deficits incurred by the Association for expenses in excess of the amounts collected as Assessments, as provided in Section 5.14 of this Declaration, then the Declarant shall not be required to pay any special Assessments (except Declarant shall pay special Assessments for any Lot owned by Declarant on which a dwelling unit has been constructed if a certificate of occupancy has been issued for the dwelling unit, such payment to be in an amount equal to the special Assessment on each Owner of a dwelling unit on a Lot within the Properties).

5.8 Notice and Quorum for Any Action Authorized Under Sections 5.5 and 5.7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.5 or 5.7 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

5.9 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article shall commence on the first day of the month of the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance by one (1) annual payment, or by monthly, quarterly or biannual installments in the discretion of the Board of Directors of the Association. At the time of the closing of the sale of any Lot, the purchaser thereof shall pay to the Association an amount equal to the lesser of: (i) the full annual Assessment multiplied by a fraction, the numerator of which is the number of days remaining in the year of closing (including the date of closing) and the denominator of which is 365; or (ii) the portion of the full annual Assessment otherwise due and owing for the remainder of the year. The due date of any special Assessment shall be fixed in the Board resolution authorizing such assessment.

5.10 Certain Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner (and the Timeshare Association for the Timeshare Lots). Written notice of the Assessment shall thereupon be sent to every Owner (and the Timeshare Association for the Timeshare Lots) subject thereto at least thirty (30) days prior to payment of the first installment thereof, except as to emergency Assessments. Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner and the Timeshare Association for the Timeshare Lots liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association may charge a reasonable fee for such certificate. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Declarant) for management services or for other services beneficial to the Association or the proper operation and maintenance of the Properties. The Association shall have all other powers provided elsewhere herein, in its Articles of Incorporation and its Bylaws.

5.11 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments), whether general or special, are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent (and, at the option of the Declarant, all general Assessments attributable to the Lot for the existing fiscal year shall be accelerated and shall become immediately due and payable) and shall, together with late charges, interest and the costs of collection thereof as hereinafter provided, upon recording of a claim of lien shall become a continuing lien on the Lot which shall bind such property. Each Assessment against a Lot shall also be the personal obligation of the Owner (and the Timeshare Association for Timeshare Lots) at the time the Assessment fell due. *

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than FIFTY AND NO/100 DOLLARS (\$50.00) may be imposed and all such sums shall bear interest from the dates when due until paid at a rate to be determined by the Board of Directors of the Association not to exceed the highest lawful rate. Moreover, the Association may bring an action at law against the Owner(s) personally obligated to pay the same (and the Timeshare Association for the Timeshare Lots) and may record a claim of lien against the Lot on which the Assessments and late charges are unpaid and may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. The Association shall also have the right to recover its attorneys' fees (including paralegal fees) and costs, including without limitation costs and expenses for consultation with an attorney because any such

sums have not been paid, and costs and expenses charged by such attorney for services related in any way to the failure by an Owner (and the Timeshare Association for Timeshare Lots) to pay such sums (such as without limitation fees for telephone calls, preparation of correspondence, attendance at meetings, etc.), whether or not suit is filed. Further, in addition to the foregoing, in the event suit is filed, the Association shall have the right to recover all attorneys' fees, paralegals' fees and costs incurred before trial, at trial and upon all appellate levels.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot (not including Timeshare Lots) as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Area until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 5.12 of this Article.

It shall be the legal right of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners (and the Timeshare Association for Timeshare Lots) from their obligations hereunder.

5.12 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage to any Institutional Lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.13 Collection of Assessments. The Association shall collect the Assessments of the Association.

5.14 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, or the Articles of Incorporation or Bylaws of the Association, for as long as Declarant or its successors or assignees, from time to time, is the Owner of any Lot on which a Residence has not yet been constructed, the Declarant shall be liable for ten percent (10%) of the Assessments against each Lot so owned; provided, however, the Declarant, in its sole discretion, may elect in any given assessment year, in lieu of payment of such portion of the Assessments for each such Lot, to pay the amount of any deficits incurred by the Association for

expenses incurred in excess of the amounts collected as Assessments (if Declarant elects to fund deficits Declarant shall not be required to fund any reserves whatsoever). For purposes hereof, the existence, or nonexistence of a deficit for the Association shall be determined on cash basis accounting instead of accrual basis. When Declarant has sold and conveyed all its Lots in the Properties, Declarant shall not have further liability of any kind to the Association for the payment of Assessments or for funding any deficits of the Association.

ARTICLE VI.
CERTAIN RULES AND REGULATIONS

6.1 Land Use and Building Type. No Lot shall be used except for residential purposes, short term rentals, long term rentals, and/or timeshare condominium or other timeshare plans. In this Declaration, "short term rentals" means rentals of one or more nights but less than three hundred sixty-five (365) nights.

Without limiting the foregoing, no building constructed on a Lot shall be used except for residential purposes, short term (and long term) rentals, and/or timeshare condominium or other timeshare plans and purposes; sales offices, rental offices and business offices in connection with any of the foregoing are permissible. Uses by Declarant and its designees (including without limitation the Timeshare Developer) for model homes, sales displays, parking lots, sales offices, construction offices, short term (and long term) rental offices, timeshare offices and facilities for management, maintenance or other purposes, timeshare sales facilities, facilities commonly used in or with timeshare and rental operations, and/or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Declarant (except if such changes are made or approved by the Declarant) without the consent of the Architectural Review Board as provided herein.

Except as provided above in this Section 6.1, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature or kind shall be conducted on any Lot.

Notwithstanding anything in this Declaration to the contrary, by accepting a deed of any portion of The Manors at Westridge, including without limitation, all lots within Villas at Westridge Phase 5-A, according to the Plat, as recorded in Plat Book 106, Pages 17 and 18, Public Records of Polk County, Florida, the party accepting the deed specifically acknowledges and agrees that certain of the Residences in The Manors at Westridge might be used for timeshare purposes including the use by Timeshare Owners, exchangers, and other Occupants, and certain of the Residences might be used for rental purposes from time to time. Furthermore, Declarant, and other Owners of the Residences, might not have determined which Residences will be used for such purposes at the time the deed is delivered.

Accordingly, any grantee of a deed is placed on notice that Residences, including immediately adjacent Residences, may be used for timeshare and/or rental (both short term rental and long term rental) purposes.

6.2 Opening Walls; Removing Fences or Landscaping. No person or entity shall make or permit any opening to be made in any Declarant or Association erected wall, except as such opening is installed by Declarant or the Association. No such building wall or masonry wall or fence, or any associated landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right, but shall not be obligated, to assign all or any portion of its rights and privileges under this Section to the Association.

6.3 Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities are reserved as shown on the recorded Plats covering the Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Declarant or the Association or has been so placed with the permission of the Architectural Review Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot (or Timeshare Association for Timeshare Lots), except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric and gas utility company, telephone company, the Association, and Declarant and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas and electric, telephone and security lines, cables and conduits, if any, under and through the utility and drainage easements, as the case may be, as shown on the Plats. Declarant and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable, radio, television and security lines within utility easement areas shown on the Plat. All utility lines within the Properties, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

6.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon or about the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to others.

6.5 Temporary and Other Structures. No structure of a temporary character, or storage shed, utility shed or similar structure, green house, trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, unless approved by the Architectural

Review Board, and if approved must be buried or concealed as approved by the Architectural Review Board.

6.6 Signs. No sign of any kind shall be displayed to the public view on the Properties, except any sign used by the Declarant and/or its designees to advertise the company or builder, project, sales or other matters (including, without limitation, signs for timeshare facilities and sales, short term rentals, and long term rentals). No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior or on any fences on the Properties, nor on the Common Area, nor on dedicated areas, if any, nor on entryways or any vehicles within the Properties, except such as are placed by the Declarant or its designees for the reasons provided above.

One (1) discreet, professionally prepared "For Sale" sign of not more than three (3) square feet may be placed on the street side of the Lot, and larger sales signs shall be subject to prior approval by the Architectural Review Board.

6.7 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

6.8 Animals and Pets. No reptiles, livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon the Properties, except for dogs, cats, aquarium-kept fish or birds which may be kept, raised and maintained upon the Properties, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by the Declarant or the Association, in the exercise of their reasonable discretion. Numbers in excess of two (2) of each type of household pet (other than aquarium-kept fish) shall prima facie be considered unreasonable. Notwithstanding the foregoing, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Properties under circumstances which in the good faith judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Properties.

6.9 Architectural Control. No building, addition, wall, fence or other structure or improvement of any nature or kind (including without limitation mailboxes, landscaping fences and exterior paint and finish) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, or composition of the materials used therefor as may be required by the Architectural Review Board (sometimes referred to herein as the "ARB") have been approved in writing by the Architectural Review Board named below and all necessary governmental permits are obtained. Each building,

addition, wall, fence, mailbox or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. The Architectural Review Board shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications and plot plans, or any of them, based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall, fence, mailbox or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section.

So long as the Class B Membership exists, the ARB shall be appointed by the Declarant. Thereafter, the Architectural Review Board shall be a committee composed of or appointed by the Board of Directors of the Association. During the period in which the Declarant appoints the membership of the ARB, the ARB shall have three (3) members. At such time as the Board of Directors appoints the ARB members, the ARB shall have any number of members, but never less than three (3), as deemed appropriate by the Board of Directors.

The address of the Architectural Review Board shall be the address of the Declarant or the Association, depending on which party appoints its membership. The Board of Directors of the Association and the ARB may employ personnel and consultants to assist the ARB at the expense of the Association. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Review Board shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Notwithstanding anything herein to the contrary, the ARB, in its sole and absolute discretion, may grant a variance as to any of the restrictions, conditions and requirements set forth in this Article so long as, in the judgment of the ARB, the noncompliance for which the variance is granted is not of a substantial nature and the granting of the variance shall not unreasonably detract from the use and enjoyment of adjoining Lots and the Properties. In no event shall the granting of a variance in one instance require the ARB to grant a similar or other type of variance in any other instance, it being understood that the granting of variances from the restrictions, conditions and requirements of this Article shall be in the sole and absolute discretion of the ARB.

Notwithstanding anything herein to the contrary, prior to commencing construction of improvements approved by the ARB, the Owner of the Lot (or Timeshare Association for Timeshare Lots) upon which such improvements shall be installed shall obtain any and all appropriate governmental permits and approvals and shall construct the improvements in compliance with all terms and conditions of such permits and approvals.

The Architectural Review Board, the Association, and any and all officers, directors, employees, agents and Members of the Association shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner (or Timeshare Association for Timeshare Lots) or other person or party whomsoever, by reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval, and each Owner (and the Timeshare Developer) by acquiring title to any Lot or interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against such parties.

Further, the Association shall indemnify and hold harmless the Developer from any claim by reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval.

6.10 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all Residences and masonry walls may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval of the Architectural Review Board shall be necessary before any such exterior finishing color is changed.

6.11 Commercial Trucks, Trailers, Campers and Boats. No trucks except trucks which: (i) have one ton capacity or less; (ii) have no lettering; (iii) have no roof racks or similar racks; and (iv) do not appear to be commercial trucks (the determination about appearance shall be made by the ARB in its sole discretion) or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Properties, nor in dedicated areas, unless same shall be parked or stored entirely within and fully enclosed by a garage or unless same shall be used in connection with a rental or timeshare operation. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its designees, or those required by any builder during construction on any Lot. No on-street parking shall be permitted. In the event any provision of this covenant is breached, the Declarant or the Association may have said truck, commercial vehicle, camper, mobile home, motorhome, house trailer, other trailer, recreational vehicle, boat, boat trailer, or horse trailer towed from the Properties at the Lot Owner's sole cost and expense (the Timeshare Association's sole cost and expense for Timeshare Lots), and an individual Assessment may be levied therefor against such Owner (or Timeshare Association).

Notwithstanding the foregoing, the Board of Directors may, in its discretion, establish reasonable rules for the temporary parking of boats and recreational vehicles for unloading and pick-up.

6.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers and their storage areas and the like shall be kept within a garage, placed inside an enclosure approved by the Architectural Review Board, or behind opaque walls attached to and made a part of the Residence on each Lot, and otherwise in conformity with applicable rules, regulations and approvals. Such containers may not be placed out for collection sooner than the night prior to scheduled collection and must be removed within the night of collection.

6.13 Fences. No fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and color thereof are in accordance with such standards as may be adopted by the ARB and the location and dimensions thereof are approved by the ARB. The ARB shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any fences installed within the Properties. Furthermore, without limiting the foregoing, the ARB may reject any fence, wall or similar structure at any time and from time to time in its sole and absolute discretion. In no event shall any wall or fence exceed six (6) feet in height.

6.14 Mailboxes. No mailboxes or similar improvement shall be installed on any Lot unless the location thereof has been approved by the ARB and the materials therefor and color thereof have been approved by the ARB and are in accordance with such standards for materials and colors as may be adopted by the ARB.

6.15 No Drying. If and to the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Properties which is visible from the adjacent Lots, or the streets, or any other adjoining portion of the Properties.

6.16 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls or on any roof. Central air conditioning units shall be screened from view by such walls and/or landscaping as may be approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (as determined by the ARB in its sole discretion) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

6.17 Exterior Antennas. No exterior antennas, microwave antennas, satellite antennas, microwave dish, satellite dish, transducers, or signal amplification systems for use in connection

with television or radio equipment or the like shall be permitted on any Lot or improvement thereon without the prior written approval of the ARB, except that Declarant and its designees shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. Notwithstanding anything in this Declaration to the contrary, in the event provision(s) set out above in this Section 6.17 are inconsistent with any applicable state or federal law, rule or regulation, then the provision(s) set out above shall be automatically modified so that they are consistent with any such applicable state or federal law, rule or regulation.

6.18 Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant during construction periods or around any retention or detention areas as required by Polk County.

6.19 Recreational Facilities. No tree houses, or skate board or bicycle ramps, or basketball nets, shall be constructed or placed upon the Properties except by the Declarant or its designees.

6.20 Garage. Each Residence shall have a garage large enough to accommodate at least two (2) cars. Garage doors shall remain in operating condition and shall remain down at all times except when moving automobiles or transporting items to and from the Residence through the garage. Each such garage shall be used as a garage and not as an interior room.

6.21 Residence. Each Residence constructed on a Lot shall have a minimum 1,100 square feet of heating and cooled living area.

6.22 Roofs. The roofs of the main body of all buildings and other structures, including the Residence, shall be pitched. No flat roofs shall be permitted without the approval of the Declarant and the Architectural Review Board. The Declarant and Architectural Review Board may, in their discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. The pitch of all roofs shall be not less than five inches (5") in twelve inches (12") (5/12 vertical/horizontal). All roofs shall be constructed of clay, tile, cement tile, slate, fiberglass, standing seam copper, cedar shake shingle, architectural shingle, standard simple shingle or other materials approved by the Architectural Review Board. All roof colors must be approved by the Architectural Review Board in its sole discretion. No pure white, pure black or pure primary colored roofs shall be permitted.

6.23 Landscaping.

A. At the time each Residence is constructed on a Lot, the builder shall install trees, plants and shrubs which have a fair market value of not less than \$500.00 on the Lot.

B. All landscaping and grass to be installed on each Lot shall be set forth on a landscape plan which is approved by the ARB. No type or variety of grass other than St. Augustine grass or a hybrid thereof shall be planted on any Lot, and such grass shall be fully planted on such areas where specified on a landscape plan approved by the Architectural Review Board. The planting of grass on each Lot shall be accomplished by the installation of full sod covering the entire area required to be grassed. Partial sodding, sprigging, plugging or seeding shall not be permitted, except to replace any dead sod.

6.24 Irrigation Systems. All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas. The plans and specifications for each such irrigation or sprinkling system shall be included in and submitted with and reviewed and approved by the Architectural Review Board as part of the landscape plan required pursuant to the provisions of Section 6.23 above. The Declarant may prepare master plans, rather than individualized Lot plans, for all landscaping, grass and irrigation systems to be installed by the Declarant.

6.25 Precedence Over Less Stringent Governmental Regulations. Except as provided in Section 6.17 above, in those instances where the covenants, conditions and restrictions set forth in this Article set or establish minimum standards in excess of the ordinances, regulations and requirements of Polk County and other applicable government authorities, including without limitation, building and zoning regulations, to the extent lawful the covenants, conditions and restrictions set forth in this Article shall take precedence and prevail over any such less stringent ordinances, regulations and requirements.

6.26 Solar Panels. Solar panels may only be constructed on the roof of a Residence and only after review and approval by the ARB, in accordance with applicable laws and regulations. The ARB reserves the right to promulgate such performance standards and requirements as it may deem desirable concerning the installation of solar panels, which shall be applied consistently. To the extent applicable laws require otherwise, then the terms and conditions of applicable laws shall control.

6.27 Additional Rules and Regulations. In addition to the foregoing, the Board of Directors of the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant, to promulgate and impose rules and regulations governing and/or restricting the use of the Properties and Lots, including without limitation rules and regulations relating to the placement or installation of any type of improvement on any Lot, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules and regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all the Properties and the Owners thereof (and the Timeshare Association for Timeshare Lots) and their successors and assigns, as well as all guests and invitees of and all parties claiming by, through or under such Owners (and Timeshare Association).

Further, the Board of Directors of the Association shall have the right, power and authority to promulgate written standards, which, if coupled with, will eliminate the need for ARB approval.

6.28 Limitation. Notwithstanding anything in this Declaration to the contrary, if any of the provisions set out above in this Article VI are inconsistent with any applicable state or federal law, rule or regulation, then the provision(s) set out herein shall be automatically modified so that they are consistent with the applicable law, rule or regulation.

ARTICLE VII. ENFORCEMENT

7.1 Compliance by Owners. Every Owner, the Timeshare Developer, the Timeshare Association, the Timeshare Owners and all Occupants of the Residences from time to time shall comply with the terms, provisions, restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

7.2 Enforcement. The Declarant, the Association, the Association Board of Directors, the Architectural Review Board, each Owner (and the Timeshare Association for Timeshare Lots), or any other party as provided herein shall have the right to enforce this Declaration and the covenants, restrictions and provisions hereof. Without limiting the foregoing, Declarant may bring the actions and file and foreclose the liens described in Article V hereof. In addition, the St. Johns River Water Management District shall have the right to enforce this Declaration with respect to the operation and maintenance of the stormwater management system for the Properties. Enforcement of this Declaration and the covenants, restrictions and provisions hereof may be accomplished by any proceeding at law or in equity, including without limitation, an action for damages and injunctive relief. The Association shall have the right to suspend the voting rights and use of the Common Area of any defaulting Owner (and the Timeshare Association if it is in default, but only for the Timeshare Lot which is in default). Failure to enforce any covenant, restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner (or the Timeshare Association if applicable) shall be responsible for all costs incurred in enforcement of this Declaration, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, related fees, costs and expenses, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

ARTICLE VIII. DRAINAGE SYSTEM

8.1 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary to

maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a Lot. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Properties that are not located within the specific easement areas designated on the plat of the Properties or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association shall have the sole control over elevations and slopes within drainage easements and no Owner, Timeshare Association, Timeshare Owner and/or Timeshare Developer may alter any such elevations except upon written consent of the Association. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

8.2 Maintenance, Operation and Repair of Surface Water or Stormwater Management System. The Association shall maintain the surface water or stormwater management system within the Properties. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The Association shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit No. 49-00912P requirements and applicable St. Johns River Water Management District rules, and shall assist in the enforcement of that portion of this Declaration relating to the surface water or stormwater management system. The Association shall adopt standards of maintenance and operation for the surface water or stormwater management system required by this Declaration.

ARTICLE IX. GENERAL PROVISIONS

9.1 Intentionally Omitted.

9.2 Insurance and Fidelity Bonds. The Association shall obtain and maintain in effect casualty and liability insurance and fidelity bond coverage in form and amounts as may be deemed advisable by the Board of Directors of the Association. Additionally, the Association may obtain and maintain in effect "directors and officers insurance" in form and amounts as may be deemed advisable by the Board of Directors of the Association.

9.3 Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is

recorded, after which they shall be automatically extended for successive periods of ten (10) years; unless during the last year of its applicability during the initial term or any extension period no less than seventy-five percent (75%) of each class of Members at a duly noticed meeting of the Association vote in person or by proxy to terminate this Declaration. Provided, however, no such termination shall void the duty of the Association to maintain the surface water management system unless specifically allowed by the St. Johns River Water Management District. Further, no such termination shall have the effect of terminating any easements herein provided or reserved. Except as otherwise provided herein, this Declaration may be amended by an instrument signed by not less than a majority of each class of Members (the Timeshare Association shall vote for each Lot which is a Timeshare Lot); **provided, however, notwithstanding the foregoing to the contrary: (i) this Declaration may also be amended by Declarant to clarify ambiguities and scrivener's errors, and to add, delete or modify provisions to ensure the successful operation of rental and timeshare operations within the Properties, and (ii) the provisions in this Declaration which permit timeshare may not be amended.** In addition to the foregoing, so long as Declarant owns any Lots within the Properties, all amendments to this Declaration must be approved and joined in by Declarant. If not so joined by Declarant, the amendment shall be null and void. Any amendment to this Declaration must be recorded in the Public Records of Polk County, Florida.

9.4 Notice. Any notice required to be sent to any Member or Owner or Timeshare Association or Timeshare Developer or Timeshare Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner, or Timeshare Association, or Timeshare Developer, or Timeshare Owner on the records of the Association at the time of such mailing.

9.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

9.6 Annexation of Additional Land. Other than annexation of the Additional Properties while Declarant is a Class B Member as provided in and governed by Section 2.2 above, additional residential property and common area may be annexed to the Properties with the consent of a majority of each class of Members.

9.7 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Polk County, Florida.

9.8 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

9.9 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant, the Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and absolute discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or the Association shall be deemed completed or substantially completed when so determined, in the discretion of the Declarant or Association, as appropriate.

9.10 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners, Timeshare Owners, Timeshare Developers and Timeshare Association hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners', Timeshare Owners', Timeshare Developers' and Timeshare Association's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

9.11 Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS OF SECTION 9.3 HEREOF), IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

9.12 Dissolution of Association. In the event of a permanent dissolution of the Association: (i) all assets of the Association shall be conveyed to a non-profit organization with

similar purposes and acceptable to the St. Johns River Water Management District; or (ii) all Association assets may be dedicated to Polk County Florida or any applicable municipal or other governmental authority. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the surface water management system, the Properties and such other property as may be contemplated herein.

ARTICLE X.
REQUIREMENTS FOR GATED COMMUNITIES

Notwithstanding anything herein to the contrary, the following additional covenants, restrictions and requirements shall apply to the Properties, each Lot therein and all Owners (the Timeshare Association for the Timeshare Lots) thereof:

10.1 Dedication of Streets and Tracts to County. No roads which are reflected on the Plat shall be dedicated to Polk County for the purpose of the assumption of maintenance responsibilities, nor shall any party seek such dedication, unless all Owners of Lots (the Timeshare Association for all Timeshare Lots) within the Properties have previously approved such dedication and provided their written consent thereto.

10.2 Reserve Accounts. In addition to all other Assessments as provided herein, the Association shall levy on Class A Members only (not the Class B Member) an additional Assessment, in order to collect, in advance, funds to pay for periodic major maintenance of the roadways as shown on the Plat (the "Special Road Reserve Assessment"). Commencing on January 1 of the year following the year of recordation of this Declaration, the Association shall collect from each Class A Member (the Timeshare Association for the Timeshare Lots) the Special Road Reserve Assessment in the amount of FIFTY AND NO/100 DOLLARS (\$50.00) per year, which upon receipt the Association shall deposit into the special reserve account at a financial institution with offices in Polk County, Florida (the "Special Reserve Account"). The initial Special Road Reserve Assessment shall be paid upon conveyance of each Lot by Declarant to a Class A Member. Thereafter, the Special Road Reserve Assessment shall be paid as and when all other Assessments are levied and paid. All sums deposited in the Special Reserve Account, together with interest accrued thereon, may only be utilized by the Association for maintenance of the roadways in the Plat. At such time as the sums held in the Special Reserve Account reach THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) (the "Maximum Required Amount"), no further Special Road Reserve Assessments shall be required, unless and until the remaining balance in the Special Road Reserve Account declines below the Maximum Required Amount, whereupon Special Road Reserve Assessments shall again be levied and deposited in the Special Reserve Account until the Special Reserve Account again contains the Maximum Required Amount. The provisions regarding collection of Assessments and delinquent Assessments provided in Article V above are applicable to Special Road Reserve Assessments.

10.3 Notice of Private Road Assessments and Reserve Accounts. All prospective purchasers of land within the Properties, whether sold by Declarant or any other party, are advised that the private roads existing and to be constructed in The Manors at Westridge must be maintained, resurfaced and repaired by the Association as more particularly described in this Declaration.

10.4 No Discounting of Taxes. Declarant hereby notifies all subsequent purchasers of any portion of the Properties, including all Lots thereon, no Owner of any Lot shall receive any discount in payment of ad valorem real property taxes or any other taxes due and owing to Polk County based upon the private ownership and maintenance of the streets and surface water management system within The Manors at Westridge.

10.5 Timeshare. All prospective purchasers of land and/or Residences within the Properties are hereby notified that, as set forth above in this Declaration, there might, but will not necessarily, be timeshare use within the Properties. Declarant reserves the right in its absolute and sole discretion to have, or to not have, timeshare use and facilities within the Properties.

10.6 Timeshare Easements. Notwithstanding anything in this Declaration to the contrary, the Declarant reserves the right, in its absolute and sole discretion to make, reserve, modify and amend easements at any time and from time to time over the Properties without consent of the Association or the Timeshare Association.

10.7 Applicable Laws. If any provisions of this Declaration are inconsistent with the requirements of applicable laws (including without limitation Chapters 721 and 617 of the Florida Statutes) then this Declaration shall automatically be amended, as minimally as possible, to comply with the provisions of applicable law and to carry out the intent of Declarant as evidenced by the terms of this Declaration.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

Thomas McKee
(Print Name)

[Signature]
Witness

Tiffany Tefft
(Print Name)

PARK SQUARE ENTERPRISES, INC., a Florida
corporation

By: [Signature]

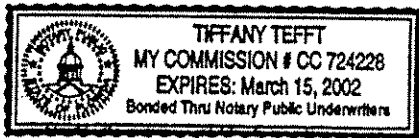
Print Name: ANIL DESHPANDE

5401 Kirkman Road, Suite 525
Orlando, FL 32819

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of October, 1998,
by Anil Deshpande, as President of Park Square
Enterprises, Inc., a Florida corporation, on behalf of said corporation. He is personally known to
me.

[Signature]
Notary Public
Printed Name: TIFFANY TEFFT
Commission Number: _____
My Commission Expires: _____



A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 26 EAST, RUN N89°59'45"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1154.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°59'45"E, A DISTANCE OF 170.00 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE S00°15'03"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 500.00 FEET; THENCE DEPARTING SAID EASTLINE, RUN N89°59'45"E, A DISTANCE OF 445.00 FEET; THENCE N00°15'03"W, A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE N89°59'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 766.55 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. 27; THENCE DEPARTING SAID NORTH LINE, RUN S08°03'30"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 807.19 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN N89°48'35"W, A DISTANCE OF 200.00 FEET; THENCE S08°03'30"E, A DISTANCE OF 435.60 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF WESTRIDGE PHASE I & II, AS RECORDED IN PLAT BOOK 93, PAGES 24-25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N89°48'35"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 123.61 FEET; THENCE S75°36'58"W, A DISTANCE OF 103.32 FEET; THENCE N89°48'35"W, A DISTANCE OF 388.12 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN N00°11'25"E, A DISTANCE OF 340.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 06°42'46" AND A RADIUS OF 1257.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 83°17'14" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.34 FEET; THENCE DEPARTING SAID CURVE, RUN N08°00'32"E, A DISTANCE OF 40.38 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S89°48'35"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N00°11'25"E, A DISTANCE OF 73.28 FEET; THENCE N89°48'35"W, A DISTANCE OF 25.50 FEET; THENCE N00°15'03"W, A DISTANCE OF 1.72 FEET; THENCE N89°48'35"W, A DISTANCE OF 555.89 FEET; THENCE N23°03'38"W, A DISTANCE OF 278.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 23°03'23" AND A RADIUS OF 660.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 265.59 FEET TO THE POINT OF TANGENCY; THENCE RUN N00°00'15"W, A DISTANCE OF 87.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.219 ACRES, MORE OR LESS.

DEDICATION:

STATE OF FLORIDA COUNTY OF POLK

MORTGAGE

[Faint, mostly illegible text, likely a legal notice or disclaimer]

PARK SQUARE ENTERPRISES

Guish

[Faint, mostly illegible text]

BARNETT

[Signature]