

16. Architectural Control.

16.1 Composition. The Architectural Committee shall consist of 3 persons, who initially shall be persons designated by the Developer. Each of those persons shall hold office until all Residential Units planned to be constructed on the Lands have been constructed and conveyed (or sooner at the Developer's option) unless the Developer removes him and replaces him with a new appointee before that time. Thereafter, each new member of the Architectural Committee shall be appointed by the Board of Directors and shall hold office until such time as he resigns or is removed, as provided herein. Members of the Architectural Committee appointed by the Board shall serve at the pleasure of the Board and may be removed by the Board at any time without cause.

16.2 Review of Proposed Construction. Subject to paragraph 16.9, no Improvement (including landscaping) shall be erected or installed, painted or otherwise modified, and no screening, canopy, shutters, solar heating equipment or other appurtenance shall be attached to or placed upon the exterior of an Improvement, unless and until, the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed work have been submitted to, and approved in writing by, the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and/or is otherwise desirable. The Architectural Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may also issue rules or guidelines setting forth procedure for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it considers proper. Until receipt by it of required plans and specifications, the Architectural Committee may postpone review of any proposal submitted for approval. The Architectural Committee shall have 30 days after delivery of all required materials to approve or reject any such plans, and a proposal that is not rejected within such 30-day period, shall be deemed approved. Notwithstanding any provision in this paragraph 16 to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes or alterations to an Improvement, if the additions, changes or alterations (as the case may be) are not visible from outside the Improvement, or if, in the case of painting (or the like), the color and quality thereof is substantially the same as those of the Improvement as it originally existed.

16.3 Meetings of the Architectural Committee. T h e Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time, by resolution unanimously adopted in writing, designate a representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 16.2 hereof. In the absence of such a designation, the vote of any 2 members of the Architectural Committee shall constitute an act of the Architectural Committee.

16.4 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a wavier of any right to withhold approval or consent as to any subsequently or additionally submitted for approval or consent.

16.5 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of the duties hereunder.

16.6 Inspection of Work. The inspection of work and correction of defects shall proceed as follows:

(a) Notice of Completion. Upon the completion of any work for which approved plans are required under this paragraph 16 hereof, the applicant for such approval (the "Applicant") shall give the Architectural Committee written notice of the completion.

(b) Inspection. Within 30 days thereafter, the Architectural Committee or its authorized representative may inspect the work. If the Architectural Committee finds that the work was not done in substantial compliance with the approved plans, it shall notify the Applicant in writing of the noncompliance within 30 days, specifying the particulars of noncompliance.

(c) Non-Compliance. Any applicant who receives notice of a non-compliance as provided in paragraph 16.6 hereof shall remedy the non-compliance within 30 days of being notified, and if he fails to, the Architectural Committee shall notify the Board in writing of the failure. Upon Notice of Hearing, the Board shall determine whether there is a non-compliance and, if so, its nature and estimated cost of correcting or removing it. If a non-compliance exists, the Applicant shall remedy or remove it within a period of 45 days from the date of the announcement of the Board's ruling. If the Applicant does not comply with the Board's ruling within that period,

the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and in either case the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection with the Board's action. If the Applicant fails to promptly reimburse the Association its expenses, the Board shall levy a special assessment against the Applicant for reimbursement.

(d) Effect of Committee's Failure to Notify Applicant. If for any reason the Architectural Committee fails to notify the Applicant of any non-compliance within 45 days after receipt of his written notice of completion, the Improvements shall be deemed to be in accordance with the plans approved by the Architectural Committee.

16.7 Failure to Apply. If any work is performed in violation of the first sentence of paragraph 16.2 hereof, the Association shall have (in addition to whatsoever remedies it may have under paragraph 20.4 hereof) the same remedies it would have under paragraph 16.6(c) hereof had the Board determined the work to have resulted in non-compliance.

16.8 Non-Liability of Committee Members. Neither the Architectural Committee, any of its members, nor its authorized representative, shall be liable to the Association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless the loss, damage or injury is due to the willful misconduct or bad faith of one of its members (in which case only the culpable member shall have any liability). The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to overall community created or planned to be created on the Lands. The Architectural Committee shall take into consideration the aesthetic aspects of the agricultural designs, the extent of its visual impact on the rest of the community, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. It shall not, however, be responsible for reviewing any plans or design from the standpoint of structural safety or conformance with building or other codes.

16.9 Variations. The Architectural Committee may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations dictate a variance. Any such variance must be evidenced in a writing signed by at least a majority of the members of the Architectural Committee. No violations of the Covenants shall be deemed to have occurred with respect to a matter for which the

variance was granted. The granting of such a variance shall not, however, operate to waive any of the Covenants for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

16.10 Exemptions. The provisions of this paragraph 16 shall be completely inapplicable to the Developer and all authorized Builders and to any and all construction, alterations, additions or other work planned or performed by the Developer, the Developer's Permittees, any Builder or any Builder's Permittees (provided, however, that the foregoing shall not be construed to bar the Developer from imposing restrictions or requirements on Builders and their Permittees apart from this Declaration).

17. Amendments to Declaration.

This Declaration may be amended only by (1) the affirmative vote or written consents of the Owners constituting not less than a majority of the Class A Members if the Class B Membership has ceased or (2) if the Class B Membership has not ceased, the affirmative vote of the Class B Members; provided, however, that no amendment shall be permitted which has a materially adverse effect upon substantial rights of an owner of Institutional Mortgagee without the Mortgagee's prior written consent and no amendment shall be permitted which changes the rights, privileges and obligations of the Developer or any Builder hereunder without the Developer's prior written consent; provided further, however, that no amendment shall be permitted which changes the rights, privileges and obligations of the Association with respect to the Surface Drainage System without the prior written consent of the Southwest Florida Water Management District (or a successor agency). Without in any way limiting the generality of the foregoing, as long as it owns any portion of the Lands, the Developer shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more Institutional Mortgages on Residential Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the salability of its mortgages on residential improvements to one or more of the foregoing. Nothing contained herein shall affect the right of the Developer to make, without the consent or approval of any other Owner or any Institutional Mortgagee or anyone else, whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby

to be made without any such consent or approval, or to make, without any such consent or approval, any amendment designed to correct a scrivener's or surveyor's error.

18. Effect and Duration of Covenants.

The Covenants shall run with, bind, benefit and burden all of the Properties, and shall run with, bind and be enforceable by and against the Developer, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of 25 years from the date the Initial Declaration is recorded. After that time they shall be automatically extended for successive periods of 10 years each unless an instrument has been recorded in which 80 percent of the then Owners agree by signing it to revoke the Covenants in whole or in part and the County consents to the revocation; provided, however, that no such agreement shall be effective unless it is made and recorded at least 2 years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least 90 days before any action is taken. Each person who owns, occupies or acquires any right, title, estate or interest in or to any portions of the Properties shall be conclusively deemed to have consented and agreed to each and every one of the provisions of this Declaration, whether or not any reference to the provisions of this Declaration is contained in the instrument by which that person acquired an interest in that property. If any provision or application of this Declaration would prevent the provisions of this Declaration from running with the Properties 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 the provisions hereof to so run with the Properties; 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 (i.e., that the provisions hereof run with the lands as aforesaid) be achieved.

19. Miscellaneous Provisions.

19.1 Constructive Notice and Acceptance. Each person who owns, leases, occupies or otherwise has any right, title, estate or interest in or to any Lot shall be conclusively deemed to have consented and agreed to each and every one of the Covenants, whether or not reference to the Covenants is contained in the instrument by which that person acquired an interest in that property.

19.2 Enforcement Generally. The Association or any Owner may enforce the Covenants by any proceeding at law in equity against any person or persons violating or attempting to violate any one or more of them.

19.3 No Waiver. No requirement contained in this Declaration or the Bylaws shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

19.4 Severability. The invalidity in whole or in part of any covenant, restriction or other provision of this Declaration, the Bylaws or the Articles shall not effect the validity of their remaining portions.

19.5 Gender and Plurality. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, the use of the plural to include the singular.

19.6 Notice to Owners. Whenever notices are required to be given hereunder, they shall be sent to the Owners by Certified Mail at the address of their Parcel. Such notices shall be deemed given when deposited in the United States Certified Mail. Any Owner may change his mailing address by written notice given to the Association.

19.7 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the provisions that follows them.

19.8 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a workable plan for the operation of a first-class community on the Properties.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed, all on this 10th day of July, 1997.

Signed in the presence of:

ANCHOR INVESTMENT CORPORATION
OF FLA., a Florida corporation

By: George M. Lindsey, III
George M. Lindsey, III, as its Executive
Vice President
P.O. Box 1667
Lakeland, FL 33802-1667

Jackie Hutchison
JACKIE HUTCHISON
(Type or Print Name)

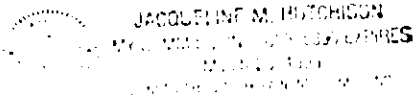
John Mann
JOHN MANN
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this the 16th day of July, 1997, by George M. Lindsey, III, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath, as Executive Vice President of ANCHOR INVESTMENT CORPORATION OF FLA., a Florida corporation, on behalf of the corporation.

Jacqueline M. Hutchison
Notary Public
Jacqueline M. Hutchison
(Print or Type Notary Name)
Commission (Serial) Number: _____
My Commission Expires: _____

(SEAL)



3871 2168
POLK OFFREC. PAGE

DESCRIPTION

MT. OLIVE SHORES NORTH - OVERALL PROPERTY

A part of Sections 31 and 32, Township 26 South, Range 25 East, Polk County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 31; thence run S 1°38'07" E, 2656.44 feet along the East line of the Northeast 1/4 of said Section 31 to the Southeast corner of the Northeast 1/4 of said Section 31, said point also being the Northwest corner of the Southwest 1/4 of Section 32, Township 26 South, Range 25 East, Polk County, Florida; thence run N 86°28'04" E, 1154.78 feet along the North line of the Southwest 1/4 of said Section 32; thence run S 3°31'56" E, 120.00 feet to a point on the Southerly right-of-way line of State Road No. 33 (a 200' R/W) and the Point of Beginning; thence run N 86°28'04" E, 774.65 feet along said right-of-way line to the East line of the West 1/2 of the Northeast 1/4 of said Section 32; thence run S 378°33' E, 1185.62 feet along said line to the Southeast corner of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 32; thence run S 86°28'04" W, 1957.01 feet along the South line of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 32 to the Southwest corner of the North 1/2 of the Southwest 1/4 of said Section 32; thence run S 2°07'17" E, 1307.14 feet along the East line of the Southwest 1/4 of said Section 31 to the Southeast corner of said Section 31; thence run S 86°47'09" W, 2063.23 feet along the South line of the Southwest 1/4 of said Section 31; thence run N 10°57'09" E, 1650.00 feet; thence run N 5°31'47" E, 1087.26 feet to the South right-of-way line of the aforementioned State Road No. 33; thence run S 87°07'17" E, 744.00 feet along said right-of-way line to a point on the arc of a curve, concave Northerly, having a radius of 18133.08 feet, a delta of 612°08", and a chord bearing of N 89°34'07" E; thence run Easterly 1862.89 feet along said right-of-way and the arc of said curve to the Point of Beginning.

AND

East 1/2 of the Northeast 1/4 of Section 6, Township 27 South, Range 25 East, Polk County, Florida; LESS begin at the Northeast corner of Section 6, Township 27 South, Range 25 East, Polk County, Florida, and run S 1°38'07" E, along the Section line, 1199.17 feet to the center of an existing Grove middle; thence S 88°24'53" W, in the center of said Grove middle and its projection westward, 1345.24 feet to the West boundary of the East 1/2 of the Northeast 1/4 of said Section 6; thence N 1°51'42" W, along said West boundary, 1208.50 feet to the Northwest corner of said East 1/2 of the Northeast 1/4; thence N 88°48'36" E, along the Section line, 1350.06 feet to the Point of Beginning.

AND

Begin at the Northeast corner of Section 6, Township 27 South, Range 25 East, Polk County, Florida, and run S 1°38'07" E, along the Section line, 1199.17 feet to the center of an existing Grove middle; thence S 88°24'53" W, in the center of said Grove middle and its projection westward, 1345.24 feet to the West boundary of the East 1/2 of the Northeast 1/4 of said Section 6; thence N 1°51'42" W, along said West boundary, 1208.50 feet to the Northwest corner of said East 1/2 of the Northeast 1/4; thence N 88°48'36" E, along the Section line, 1350.06 feet to the Point of Beginning.

LESS AND EXCEPT

Commence at the Northwest corner of the Southwest 1/4 of Section 32, Township 26 South, Range 25 East, Polk County, Florida and run thence S 02°07'17" E, along the West boundary of said section a distance of 135.27 feet to the Point of Beginning; continue thence S 02°07'17" E, along said section boundary 987.72 feet; run thence N 86°17'24" E, 122.23 feet to the beginning of a curve to the left having a radius of 480.00 feet and a central angle of 24°19'12"; run thence Northeasterly along said curve an arc distance of 203.74 feet; run thence N 03°40'51" W, 130.54 feet to a point on a curve whose radius point lies N 36°41'32" W, 370.49 feet; run thence Northeasterly along said curve through a central angle of 03°01'10", an arc distance of 19.74 feet to the beginning of a curve to the right having a radius of 635.00 feet and a central angle of 55°15'01"; run thence Northeasterly and Southeasterly along said curve an arc distance of 612.33 feet; run thence S 74°46'36" E, 526.67 feet; run thence N 86°26'04" E, 197.62 feet to the beginning of a curve to the left having a radius of 50.00 feet and a central angle of 89°44'37"; run thence Northeasterly and Northwesterly along said curve an arc distance of 78.32 feet; run thence N 03°18'33" W, 389.20 feet; run thence N 36°38'05" W, 348.54 feet; run thence N 03°31'56" W, 165.15 feet to the Southerly right-of-way line of State Road No. 33; run thence S 86°24'33" W, along said right-of-way line 292.98 feet to the beginning of a curve to the right having a radius of 17308.74 feet and a central angle of 03°40'00"; run thence Southwesterly along said curve and right-of-way line an arc distance of 1107.68 feet; run thence S 44°01'36" W, 69.30 feet to the Point of Beginning.

"A" Exhibit

POLK OFF. REC. PAGE

3871 2169

DESCRIPTION

MT. OLIVE SHORES NORTH -- PHASE ONE
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA AND RUN THENCE N 02°07'20" W, 119.74 FEET TO A POINT OF BEGINNING LYING ON A CURVE HAVING A CENTRAL ANGLE OF 86°24'41", WHOSE RADIUS POINT LIES N 87°52'40" E, 25.00 FEET; RUN THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 36.58 FEET; RUN THENCE N 00°08'25" W, 40.08 FEET; RUN THENCE S 86°17'21" W, 25.70 FEET; RUN THENCE N 02°07'20" W, ALONG THE EAST BOUNDARY OF SAID SECTION 31, A DISTANCE OF 1037.72 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 33, SAID POINT LYING ON A CURVE HAVING A RADIUS OF 17308.74 FEET, A CENTRAL ANGLE OF 02°40'04", AND WHOSE CHORD BEARS N 88°25'32" W, RUN THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT AND SAID RIGHT OF WAY LINE, AN ARC DISTANCE OF 805.92 FEET; RUN THENCE N 87°05'30" W, ALONG SAID RIGHT OF WAY LINE, 743.45 FEET; RUN THENCE S 05°31'44" W, 1087.96 FEET; RUN THENCE S 10°57'06" W, 483.28 FEET; RUN THENCE S 79°02'54" E, 317.18 FEET; RUN THENCE N 86°20'23" E, 222.57 FEET; RUN THENCE N 88°47'01" E, 119.90 FEET TO A POINT ON A CURVE HAVING A CENTRAL ANGLE OF 07°17'58", WHOSE RADIUS POINT LIES S 71°58'37" E, 320.00 FEET; RUN THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 40.77 FEET; RUN THENCE N 25°19'21" E, 46.25 FEET; RUN THENCE S 64°40'39" E, 40.00 FEET; RUN THENCE S 25°19'21" W, 46.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 09°27'51". RUN THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.25 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 57°08'12", AND WHOSE CHORD BEARS N 83°36'59" E, RUN THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 433.79 FEET; RUN THENCE N 55°02'53" E, 418.10 FEET; RUN THENCE N 34°57'07" W, 90.00 FEET; RUN THENCE N 58°14'24" E, 40.06 FEET; RUN THENCE S 34°57'07" E, 141.85 FEET; RUN THENCE N 56°20'21" E, 115.47 FEET; RUN THENCE N 86°20'23" E, 125.99 FEET; RUN THENCE N 02°07'20" W, 120.61 FEET; RUN THENCE N 84°38'02" E, 60.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"