

POLK
COUNTY



405095

REC 1205 FEB 162

This instrument was prepared by:

IRVING W. WHEELER

Attorney at Law
P. O. Box 1396

WINTER HAVEN, FLORIDA 33880

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 30th day of January 19 69, Between

LAKELAND SKYVIEW, INC., a Florida corporation
of the County of Polk, State of Florida, grantor, and

WILLIAM A. DANCE and wife, RUTH B. DANCE
whose post office address is *Box 307, Lakeland, Fla.*

of the County of Polk, State of Florida, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and No/00 Dollars-----

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to wit:

PARCEL C, Lot 32, Unit 3, further described as:

Commence at the Northwest corner of the SW 1/4 of NE 1/4 of Section 27, Township 28 South, Range 24 East, run thence South 00° 01' 30" West 20.0 feet, run thence North 89° 59' 15" East 610 feet, run thence South 00° 01' 30" West 300 feet for a point of beginning; run thence South 89° 59' 15" West 50 feet, run thence South 00° 01' 30" West 100 feet, run thence North 89° 59' 15" East 50 feet, run thence North 00° 01' 30" East 100 feet to the point of beginning.

Subject to restrictions attached hereto as Schedule "A".
Subject to a utility easement across the North 7 1/2 feet of the above described property.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Irving W. Wheeler
Robert W. McElroy
William A. Dance
Ruth B. Dance

LAKELAND SKYVIEW, INC. (Seal)

By: *Robert W. McElroy* (Seal)
Robert W. McElroy, President

ATTEST: *James C. Farnell* (Seal)

STATE OF Florida
COUNTY OF Polk

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert W. McElroy and *Carl P. Farnell* as President and Secretary of LAKELAND SKYVIEW, INC., a Florida corporation to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

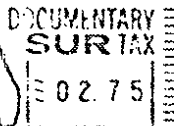
WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January 19 69.

My commission expires:

Notary Public

Notary Public, State of Florida
My commission expires September 1, 1971
Bonded by Transamerica Insurance Co

405095



SCHEDULE A

SEC 1205 RE 163

of Warranty Deed to William A. Dance and wife,
Ruth B. Dance

ADULT SECTION

LAKELAND SKYVIEW, INC.
a Florida Corporation

to

THE PUBLIC

DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS, CHARGES and USES
COVERING REAL PROPERTY DESCRIBED HEREIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKELAND SKYVIEW, INC., a Florida Corporation,
(referred to herein as "Seller Corporation" which shall be construed
to mean its successors, grantees, or assigns), is the Owner of cer-
tain real property described as follows, to-wit:

PARCEL C, Lot 32, Unit 3, further described as:

Commence at the Northwest corner of the SW 1/4 of NE 1/4 of
Section 27, Township 28 South, Range 24 East, run thence South
00° 01' 30" West 20.0 feet, run thence North 89° 59' 15" East
610 feet, run thence South 00° 01' 30" West 300 feet for a point
of beginning; run thence South 89° 59' 15" West 50 feet, run
thence South 00° 01' 30" West 100 feet, run thence North 89°
59' 15" East 50 feet, run thence North 00° 01' 30" East 100
feet to the point of beginning.

(hereinafter referred to as "The Property")

WHEREAS, the Seller corporation desires to subject the pro-
perty to certain Covenants, Restrictions, Limitations, Conditions,
Charges and Uses for the benefit of all owners of the mobile home
sites in LAKELAND SKYVIEW, INC., in order to enhance the desira-
bility of living in the surrounding mobile home unrecorded subdivision,
to prevent nuisances, to prevent the impairment of the attractiveness
of the property, and surrounding sites within the subdivision, to
maintain the desired tone of a properly managed and operated
mobile home subdivision, and to insure and secure to each site owner
the full benefit and enjoyment of his mobile home, recreational

and/or other facilities in the subdivision, with no greater restriction upon the free and undisturbed use of his site and his right to use the recreational facilities and other facilities that may be provided by Seller Corporation, than is necessary to insure the same advantages to other site owners;

NOW, THEREFORE, the following Covenants, Restrictions, Limitations, Conditions, Charges and Uses of the above described real property are hereby declared, established and prescribed:

I.

No lot or lots, platted or to be platted, in The Property shall be used for any use except for the parking and placement of mobile homes (house trailers) for single family residential use, nor shall any building or structure, or part thereof, be erected, altered or used on the lots platted, or to be platted, on The Property for other than one single family dwelling in the form of a mobile home (house trailer), together with attached appurtenant accessory structures.

II.

All mobile home site owners, by acceptance of their restrictive deeds, together with their heirs, successors and assigns, shall take title subject to, and be bound by, all the terms and conditions set forth in the several sections of this Declaration of Covenants.

III.

The failure by Seller Corporation or any subsequent purchasers of a mobile home site, to enforce any covenants, restrictions, limitations, conditions, charges and uses herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto.

III-A.

No minor children shall be permitted to reside permanently on The Property.

In the event any lot owner desires to sell his lot, the Seller Corporation or its successors, grantees or assigns, shall have the first option to purchase the same for a period of sixty (60) days from the date notice thereof is received by the Seller Corporation, the option price therefor being the then fair market value of the lot, including improvements located thereon. Notice of the desire to sell shall be given to the Seller Corporation in writing.

V.

Each mobile home site owner shall keep sites neat and clean and properly mowed or cut, but if a site owner, either due to absence or neglect, fails to cut the grass or keep his site clean, the Seller Corporation shall have the right to cut grass and remove debris to maintain a clean and neat appearance throughout the entire Property; and in such event the Seller Corporation shall have the right to charge said site owner a reasonable sum for the work done and shall have a lien upon such property for said amount, it being specifically understood that the Seller Corporation is under no obligation to maintain any of the individually owned mobile home sites, said maintenance being the sole responsibility of the respective site owners.

VI.

All mobile homes which are placed on a mobile home site must first meet a standard as to size, type, age and quality as set by the Seller Corporation for the mutual protection of all in order to maintain the aesthetic qualities desirable in a first class mobile home subdivision. Written approval of said mobile home must be obtained from Seller Corporation by Purchasers prior to said mobile home being placed on said site.

VII.

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The Seller Corporation shall have the sole right to designate the location of mobile homes and other structures on their sites. After a mobile home has been placed, positioned and hooked up, no repair, replacements, reconnections, disconnections, additions, alterations, or modifications will be permitted without the written consent of the Seller Corporation, and then only by the site owner or a contractor approved by the Seller Corporation.

VIII.

Each site owner shall use his site and the improvements contained therein, in such manner as to allow his neighbors to equally enjoy the use of their sites so that all site owners in the subdivision may live in peace and tranquility. Site owners shall keep their radios, record players, television, voices and other sounds at a moderate level, and particularly during the period from 10:00 PM to 8:30 AM.

IX.

Each site owner shall be held responsible for damage to the property of others caused by him, his guests, or sub-tenants. Seller Corporation shall also be responsible for seeing that their sub-tenants, guests, and invitees comply with all the provisions and conditions contained herein.

X.

Electricity for each individual shall be individually metered to each owner of a mobile home site. No electrical repair work may be done on the individual site of an owner without first obtaining written consent of the Seller Corporation.

XI.

At least one (1) day's notice must be given to the

Seller Corporation before any mobile home may be moved from The Property. No mobile home shall be removed unless all fees and charges have been paid to date of such removal.

XII.

The Seller Corporation shall not be liable for any loss or damage to a mobile home, or any personal property owned by site owners, by fire, theft, accident, or for any cause whatsoever, except as may be caused by the negligence of the Seller Corporation.

XIII.

The Seller Corporation reserves the right to enter upon all lots or parcels at all reasonable times for the purposes of cleaning the premises.

XIV.

No clothes lines for the drying of wash will be permitted on a mobile home site, nor shall any washing or drying of laundry be permitted on a site except inside the mobile home or other structure.

XV.

Each mobile home shall be required to have modern plumbing facilities, including toilet, bath or shower, and kitchen sink, all connected to septic tanks, approved by the Seller Corporation, or connected to the central sewage facility which may be constructed by the Seller Corporation as hereinafter provided.

XVI.

Suitable areas will be designated and set aside for maintenance and repair of boats, automobiles, mobile homes, furniture, accessories, and equipment, etc. Such is strictly prohibited on The Property.

XVII.

Commercial and/or professional activities may not be

carried on within a mobile home or on a site, without the written consent of the Seller Corporation.

XVIII.

No storage of any kind will be permitted around the mobile home except in a utility building of such design and in such location as may be approved by the Seller Corporation.

XIX.

A mail box showing the owner's name and/or a name sign will be permitted; signs larger than 8" x 12" shall not be permitted without the written consent of the Seller Corporation. No other signs or advertisements will be permitted, without the express written permission of the Seller Corporation.

XX.

The Seller Corporation shall have the right to enforce all restrictions, covenants, conditions and charges herein contained to the end that each site owner uses and occupies his site in such a way as to not be detrimental to the general health, safety, morals and welfare of the other owners, and in such a way as to not destroy or impair the overall aesthetic qualities of The Property. Said enforcement may specifically be by injunction.

XXI.

Television or radio antennae shall be securely attached to the mobile home or substantially mounted in a ground installation clear of overhead utility lines. Hazardous antennae installations may be removed by the Seller Corporation and the cost of such removal may be assessed against the mobile home lot.

XXII.

Exterior lighting must be shaded so as not to create a nuisance to others.

The Seller Corporation shall post individual rules and regulations for the use of the various facilities in the recreational area, and site owners shall comply with same. In the event a site owner consistently refuses to comply with the various rules and regulations for the use of the recreational facilities, the Seller Corporation shall have the right to deny to such site owner the use of said facilities.

XXIV.

The maintenance and repair of the recreational building shall be the responsibility of the Seller Corporation, except that site owners shall be responsible for any damage to said facilities resulting from their individual negligence or deliberate act. At such time as the recreational facilities and building shall be deeded to the property owners within the subdivision at the election of the Seller Corporation, the responsibility of maintaining said facility by the Seller Corporation shall terminate.

XXV.

One household pet may be kept and maintained on the Property provided that such pet not be permitted to leave the Property except on a leash. Said pet is to be of a domestic variety and not of a barnyard or wild variety.

XXVI.

No fences or walls shall be constructed thereon in excess of four (4) feet in height and any fence or wall constructed shall be pleasing in appearance and properly maintained.

XXVII.

Nothing shall be placed on any part of a lot reserved for easements for private or public utilities which shall interfere with the construction, use, or maintenance of said utilities. In the event any structure or vegetation interferes with construction, maintenance or repair of any utility installation, the same may be removed without cost to the utility company or to the Seller

Corporation.

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XXVIII.

No structure other than a driveway or a fence shall be placed within 5 feet of each side property line, within 25 feet of the back property line, within 10 feet from the front property line, nor in any areas reserved for easements.

XXIX.

In addition to the mobile home each lot must have at least one structure securely attached to the mobile home; such structure to be either a carport, cabana, awning, or screen enclosure. Such additional structures must be of masonry or metal construction, or similar material, substantial in nature and pleasing in appearance.

XXIX-A.

There shall be in addition to the one structure referred to in Section XXIX above a utility room no smaller than 42 square feet located on the property for the purpose of storage.

XXIX.

All garbage stored outside of the mobile homes shall be placed in a receptacle and shall be enclosed on the four sides, such as to conceal the garbage container from general view.

XXXI.

No shed or roof shall be constructed over any trailer located on The Property.

XXXII.

The provisions contained herein shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, an owner of lots or parcels purchased from the Seller Corporation, as aforesaid, and their respective legal representatives, heirs, successors and assigns, or by the Seller Corporation.

These covenants shall expire and be of no force and effect on and after the 1st day of February, 1986, provided that seventy-five per cent (75%) of the then site owners in writing request said termination, otherwise same shall continue for

additional terms of ten (10) years each until such time as seventy-five per cent (75%) of the site owners elect in writing at the end of a given ten (10) year term for said covenants and restrictions to terminate.

XXXIII

If any provisions of this indenture or the application of such provision to any person or circumstance shall be held invalid, the remainder of this indenture, or the application of such provisions to persons or circumstances other than those as to which it was held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, LAKELAND SKYVIEW, INC., has hereunto set its hand and seal, this 1st day of January, 1969.

LAKELAND SKYVIEW, INC.

(CORPORATE SEAL)

By: Robert W. McElroy
Robert W. McElroy, President

ATTEST: Carol E. Garrett
Carol E. Garrett, Secretary

Signed, sealed and delivered in the presence of:

Barbara L. Terry
Donna E. Kuykendall

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLK. Cir. Cl.
POLK COUNTY, FLA.
BY DL D.C.

THIS INSTRUMENT WAS PREPARED BY
THIS INSTRUMENT
IRVING W. W. 1278
P. O. Box 1278 Winter Haven, Florida

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert W. McElroy and Carol E. Garrett personally known to me to be the President and Assistant Secretary respectively of the corporation named and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of January, 1969.

Donna E. Kuykendall
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires
Notary Public, State of Florida

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