

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
IMPERIAL LAKES PHASE II, GOLF COURSE RESIDENTIAL

THIS DECLARATION, made on the date hereinafter set forth by U.R.S., Inc., a Pennsylvania corporation, qualified to do business in the State of Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Polk County, Florida, which is all of the land encompassed within the plat of Imperial Lakes Phase Two, recorded in Plat Book 64, page 1, public records of Polk County, Florida, and which is more particularly described in Exhibit A attached hereto and made a part hereof;

NOW THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Imperial Lakes Community Services Association II, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a

THIS INSTRUMENT WAS PREPARED BY  
GREGORY R. DEAL  
HOLLAND & KNIGHT  
P. O. DRAWER BW  
LAKE LAND, FLORIDA 33802

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fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is more particularly described in Exhibit B attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to U.R.S., Inc., its successors and assigns only if the instrument by which such successor or assignee assumes the interest of U.R.S., Inc. in this development expressly provides that such successor or assignee shall become Declarant hereunder. A builder, contractor, or other person which purchases one or more lots for the purpose of constructing homes shall not be deemed to be a "Declarant."

Section 7. "Board" shall mean and refer to the Board of Directors for Imperialakes Community Services Association II, Inc.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to the access easements

described in Exhibit B which shall be appurtenant to and shall pass with the title to every Lot, subject to the following superior rights:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area (no roadway or access easement shall be construed to be a "recreational facility");

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded in the public records of Polk County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside upon such Owner's Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and they shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on December 31, 1981.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Two and No/100 Dollars (\$72.00) per Lot, plus any amounts that may be assessed Under Section 13 of this Article.

(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 by a sum not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(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 above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Maintenance of Parcel Two of Common Area. The Association shall be responsible for only one-third (1/3) of the total cost of any maintenance required upon Parcel Two of the Common Area as described in Exhibit B. Declarant, its successors or assigns shall bear the remaining two-thirds (2/3) of such cost. Decisions concerning the necessity for, the scheduling of, the contracting for, and other similiar decisions relating to the maintenance of Parcel Two shall be made only upon the agreement of those parties or entities which own a total of more than one-half of the undivided fee estate in said Parcel. The provisions of this Section 4 of Article IV shall prevail, as to Parcel Two of the Common Area only, over any other provision of this Declaration to the contrary.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5, or required under Section 4 (all of this Article), shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally

obligated to pay the same, or foreclose the lien against the Owner's Lot or Lots. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof shall not, however, extinguish the personal liability of the Lot Owner whose interest was foreclosed for any assessments on his Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Assessment of Declarant. Notwith-

standing the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Declarant owns any interest shall, as long as there is Class B membership in the Association, be fixed by the Board annually in an amount not less than twenty-five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class A members of the Association. Upon termination of the Class B membership in the Association, as hereinabove provided, the annual assessment against any Lot in which Declarant owns any interest shall be twenty-five percent (25%) of the amount hereinabove established against Lots owned by Class A members of the



Association, other than Declarant. Upon transfer of title of a Declarant-owned Lot, such Lots shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 12. Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in Section 13 of this Article IV are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 13. Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structures shall be commenced, erected or maintained upon the Properties, nor

shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Fences which tend to spoil the view from the adjoining golf course or of the golf course from any Lot within the Properties are to be discouraged. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No Owner or other party shall undertake any of the above actions unless and until the requisite approval has been received or the thirty (30) days has passed since the submission of the plans.

#### ARTICLE VI

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the Board or any architectural committee as set forth in Article V within twelve (12) months after commencement of construction, except that the Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

Section 2. Residential Use. Each Lot shall be used for single family, private residence purposes, and no

more than one (1) residence shall be located on any one Lot. The definition of a single family for this purpose shall be a group of one or more persons each related by blood, marriage, or adoption, together with their domestic servants or a group of one or more persons (not to exceed three (3) in number) not so related, together with their domestic servants, who maintain a common household. Nothing contained herein shall restrict an Owner's right to lease such residence for residential purposes.

Section 3. Garages. Each residence shall have a garage which shall be constructed and maintained so as to be suitable for the storage of two (2) or more automobiles. Garage doors shall normally remain closed.

Section 4. Motorized Vehicles. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. All motor vehicles, including but not limited to automobiles, trucks, trail bikes, motorcycles, and dune buggies shall be driven only upon paved streets; no motor vehicles shall be driven on pathways or upon unpaved areas (except that golf carts may be used upon golf courses and on pathways so designated by the Board).

Section 5. Setbacks and Slab Elevations. No part or portion of any building, including residences and garages, shall be erected or placed closer to the front lot line than thirtyfive (35) feet, to the rear lot line than thirty (30) feet, and to side lot lines than ten (10) feet. The Board, however, does hereby retain the authority to vary the setback requirements in its reasonable discretion, either by increase or decrease, as may be necessary to properly position residences or garages on any one Lot. Any variance of these setback restrictions by the Board shall be in writing and in

such form as to be recordable by the grantee thereof in the public records of Polk County, Florida. Provided, however, that nothing in this Section shall be construed so as to prohibit the placement of swimming pools, either enclosed or unenclosed, closer than thirty (30) feet to the rear lot line. Minimum slab elevation for any residence or garage shall be eighteen (18) inches above the crown of the street which the residence faces.

Section 6. Parking. Overnight parking of all passenger vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other vehicles and recreational equipment shall be in garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. Such guidelines may exempt the Declarant or builders and construction personnel from this provision. No buses, tractor trailers, or semi-trucks shall be parked on the Properties except for delivery purposes. Except for emergency repairs, no Owner of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of the Properties except in those areas which may be designated by the Board for such purposes.

Section 7. Pets. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other generally recognized household pets may be kept, provided they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and the proper restraint and control are used in the keeping of them.

Section 8. Clothes Drying Equipment. No outdoor clotheslines or other outdoor clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Board.

Section 9. Trash and Garbage. Storage, collection, and disposal of trash shall be in compliance with the rules set from time to time by the Board.

Section 10. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Board.

Section 11. Signs. No signs of any type shall be displayed to public view on the Properties or any portion thereof without the prior written consent of the Board, except signs advertising the Lots for sale or rent which signs shall not exceed five (5) square feet in size.

Section 12. Vegetation. No live trees with diameters in excess of six (6) inches, measured twelve (12) inches above ground, and no trees in excess of three (3) inches, similarly measured, which are generally known as flowering trees (such as dogwood or redbud, or as broadleaf evergreens), may be cut without the prior written approval of the Board. The Board shall set rules for cutting of such trees to allow for selective clearing or cutting. Approval of residential plans and specifications pursuant to the terms of Article V hereof shall constitute approval for the removal of trees from that part of a Lot's surface on which the residence is to be located.

Section 13. Boat Docks. No private docks, piers, moorings, boathouses, slips or similar structure may be erected on or adjacent to any Lot without the written approval of the Board.

Section 14. Transmission. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communication services and service lines must be installed and buried underground, where permitted, in accordance with applicable codes that may be imposed.

Section 15. Wells. No wells for the supply of water shall be located, constructed, or used within the area covered by these restrictions other than those for the sole purpose of lawn watering and irrigation.

Section 16. Residential Size. No one-story residence of less than 2000 square feet, or multi-story residence of less than 2400 square feet, exclusive of a basement, screened-in-porch, or garage shall be constructed on any Lot.

Section 17. Drives and Sidewalks. Ingress and egress for vehicular traffic from the street to any Lot shall be by concrete apron from the street curb to the Lot line. All portions of any Lot facing a street shall be bound by a concrete sidewalk four (4) feet wide and four (4) inches deep, located adjacent to the Lot line and within the street right-of-way. Said sidewalk and apron shall be constructed at the time of the construction of the residence.

Section 18. Nuisance. An Owner, his family, and lessees, shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or the Association or among other Owners by unreasonable noises, odors or otherwise; nor shall any Owner, his family, and lessees commit or permit any nuisance, immoral or illegal act within the Properties.

Section 19. Provisions Inoperative As To Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees, or its or their contractors or sub-contractors from doing or performing on all or any part of the Properties actually owned or controlled by Declarant, its transferees, or its or their contractors or subcontractors as the case may be,

whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels;

(d) provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of the Properties owned or controlled by the party causing, or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The party enforcing same shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees. Failure by the Association or by any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of December, 1975.

Signed and sealed in the presence of:

Eileen Lindemann

Phil Williams  
Two witnesses

U.R.S., Inc.

By: Mark S. K. [Signature]  
Its President

(Corporate Seal)

Attest: [Signature]  
Secretary Assistant



STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before  
me this 2nd day of December, 1975, by Maria  
L. Ryan and C. B. Green,  
President and <sup>Assistant</sup> Secretary, respectively, of U.R.S., Inc. a  
Pennsylvania corporation, on behalf of the corporation.

NOTARY  
PUBLIC

(Affix Notarial Seal)

Mary Jeanne Cook  
Notary Public, State of Florida  
at Large

My Commission Expires: \_\_\_\_\_

Notary Public

Exhibit B  
Declaration of Covenants, Conditions, & Restrictions  
Imperialakes Phase II  
Golf Course Residential

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Parcel One: All of those parts of Country Club Lane, Wood Hall Drive, and Misty Meadow Lane depicted on plat of Imperialakes Phase Two, recorded in Plat Book 64, page 1, public records of Polk County, Florida, which lie southerly and easterly of a line which cuts across Country Club Lane and runs from the western-most corner of Lot 4 to the eastern-most corner of Lot 3, both Lots lying and being in Imperialakes Phase Two, recorded in Plat Book 64, page 1, public records of Polk County, Florida; AND

Parcel Two: An undivided one-third interest in and to that part of Country Club Lane which is depicted on the plat of Imperialakes Phase Two recorded in Plat Book 64, page 1, public records of Polk County, Florida, LESS that part thereof described in Parcel One above; SUBJECT to a non-exclusive easement for ingress and egress under, over, and across said land which is hereby expressly reserved to Declarant, its successors and assigns; AND

Parcel Three: A non-exclusive easement for ingress and egress and for the operation and maintenance of utilities over, under, and across the following described right-of-way which forms a portion of the street known as Country Club Lane and which connects the western end of Country Club Lane, as depicted on plat of Imperialakes Phase Two, Plat Book 64, page 1, public records of Polk County, Florida, with the public street known as Imperialakes Boulevard: A strip of land lying 25 feet (except that between Points Alpha and Beta hereinafter described, said distance shall be 40 feet) on each side of the following described center line: Commence at the center line of Imperialakes Boulevard, as shown by instrument recorded in Official Records Book 1653, page 1120, public records of Polk County, Florida, at station 61+00 of said Imperialakes Boulevard; thence run at an angle 90° to said center line, south-east 55 feet to the easterly right-of-way line of Imperialakes Boulevard and the POINT OF BEGINNING for this description; thence continue at an angle of 90° to said Boulevard center line 30 feet to the beginning of a curve to the right having a radius of 87.61 feet; thence along said curve through a central angle of 59°25'40" for an arc length of 90.87 feet to a point at the end of said curve, which point, for the purposes hereof, shall be identified as "Point Alpha"; thence from Point Alpha run tangent to the last mentioned curve 135.23 feet to the beginning of a curve to the left having a radius of 150 feet, thence along said curve through a central angle of 68° for an arc length of 178.02 feet to a

Exhibit A  
Declaration of Covenants, Conditions, & Restrictions  
Imperialakes Phase II  
Golf Course Residential

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Begin at the NE corner of the NW-1/4 of the NW-1/4 of Section 35, Township 29 South, Range 23 East, Polk County, Florida, and run south 01°08'30" east, along the East boundary of said NW-1/4 of the NW-1/4, 610.12 feet; thence south 49°57'30" west, 114.85 feet; thence south 72°04'30" west, 232.60 feet; thence south 80°30'30" west, 170.66 feet; thence north 23°16'30" west, 82 feet; thence north 18°46'37" east, 85 feet; thence north 47°57'23" west, 181.60 feet; thence north 39°15'23" west, 178.71 feet; thence north 00°29'17" east, 409.82 feet; thence north 20°00'52" east, 369.82 feet; thence north 04°17'00" west, 69.81 feet; thence north 20°20'30" west, 71.09 feet; thence north 61°11'43" west, 113.05 feet; thence north 39°30'43" west, 522.88 feet; thence north 04°47'43" west, 186.35 feet; thence north 34°24'30" west, 122.42 feet; thence south 71°26'10" west, 297.97 feet to the beginning of a curve to the right having a radius of 380.67 feet; thence along said curve thru a central angle of 33°39'02" for an arc length of 223.57 feet to the end of said curve; thence on a radial line north 15°05'12" east, 230 feet to the beginning of a curve whose tangent bears south 74°54'48" east and whose radius is 150.67 feet; thence along said curve, concentric to the previously mentioned curve, thru a central angle of 33°39'02" for an arc length of 87.81 feet; thence north 71°26'10" east, 152.43 feet to the beginning of a curve to the right having a radius of 175 feet; thence along said curve thru a central angle of 74°09'20" for an arc length of 226.50 feet to the end of said curve; thence south 34°24'30" east, 95.07 feet; thence north 55°35'30" east, 170 feet; thence south 27°17'00" east, 120.80 feet; thence south 49°57'00" east, 85.58 feet; thence south 52°32'10" east, 86.43 feet; thence north 82°38'00" east, 87.62 feet; thence north 61°32'40" east, 80 feet; thence north 08°15'53" east, 104.70 feet; thence north 10°34'39" west, 63.36 feet; thence north 19°27'50" west 32.06 feet; thence south 68°53'30" east, 240.50 feet; thence north 33°36'50" east, 143.34 feet; thence north 17°09'50" east, 136.47 feet; thence north 25°39'00" east, 135 feet; thence south 65°14'00" east, 21.29 feet; thence north 22°37'00" east, 173.08 feet; thence east, 124.18 feet more or less to the East boundary of the West 1/2 of the SW-1/4 of Section 26, Township 29 South, Range 23 East, thence south along said boundary 1858.81 feet more or less to the POINT OF BEGINNING.

Exhibit B  
Declaration of Covenants, Conditions, & Restrictions  
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Page two

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point at the end of said curve, which point, for the purposes hereof, shall be identified as "Point Beta;" thence continuing from Point Beta along a curve to the right having a radius of 214.45 feet, thence along said curve through a central angle of  $72^{\circ}46'00''$  for an arc length of 272.36 feet to the end of said curve; thence tangent to the last mentioned curve 53.52 feet to the beginning of a curve to the left having a radius of 179.38 feet; thence along said curve through a central angle of  $88^{\circ}29'58''$  for an arc length of 277.07 feet to the end of said curve and the northerly extension of the west boundary of Lot 1 of Imperialakes Phase Two, as shown on the plat thereof recorded in Plat Book 64, page 1, public records of Polk County, Florida.

FILED, RECORDED AND,  
RECORD VERIFIED  
E. D. "Bud" DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
BY *LB* D.Q.

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