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BY-LAWS

OF

LOMA DEL SOL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is LOMA DEL SOL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6500 C. R. 54, Davenport, Florida, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to LOMA DEL SOL HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivisions map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to LOMA LINDA HOMES CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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POLK OFF. REC. PAGE

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and applicable to the Properties recorded in the Office of Clerk of the Circuit Court in and for Polk County, Florida.

Section 8. "Member" shall and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of Five o'clock, P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday or a Sunday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last 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.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of office. At the first annual meeting of the members they shall elect one director for a term of one year, one director for a term of two years, one director for a term of three years; and at each annual meeting thereafter the members shall elect one director

for a term of three years.

Section 3. 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 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.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The 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.

ARTICLE V

NOMINATING AND THE ELECTION OF DIRECTORS

Section 1. Nomination. Any eligible person desiring to run for the board must provide written notice to the secretary of the association not less than 40 days prior to the election date. A second notice of the meeting to all owners entitled to vote at the meeting shall be mailed or delivered no less than 30 days prior to the election; this second notice will include a ballot listing all candidates for the board. The candidate may also request that the association include an information sheet on the candidate no larger than 8 1/2 inches by 11 inches. The information sheet must be provided by the candidate; however, the costs of mailing and copying shall be an association expense.

Section 2. Election. The first notice of the date of the election must be mailed or delivered to each owner entitled to vote at least 60 days prior to the scheduled election date. The notice may be by separate mailing or included in with any other delivery, such as a newsletter.

If the election is the regular election it will occur on the date of the annual meeting.

Members of the board shall be elected by written ballot or through the use of a voting machine. In no case will any type of proxy be used in electing any member of the board in regular elections or in any other election to fill vacancies as a result of resignation or recall.

ARTICLE VI

MEETING OF THE DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday or a Sunday.

Section 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 directors, after no less than 14 days notice to the members.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period no to exceed 60 days for infraction of published rules and regulations;

(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 provisions of these By-Laws, the Articles of incorporation, or the Declaration;

(d) declare the office of a member of a member of the Board of Directors to be vacant in the event such

member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 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 a statement thereof to the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are 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:

(1) fix the amount of the annual assessment against each Lot as least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or barring an action at law against the owner personally obligated to pay the same.

(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 property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded if deemed appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all

leases, mortgages, deeds and other written instruments and shall co-sign checks and promissory notes.

VICE-PRESIDENT

(b) 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

(c) The secretary shall record the votes and keep the minutes of all meetings and proceeding 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 meeting of the board and 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

(d) 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 sign all checks and promissory notes of the Association; keep proper books of account' cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 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 By-Laws 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.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Loma Del Sol Homeowners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members, or by limited proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

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.

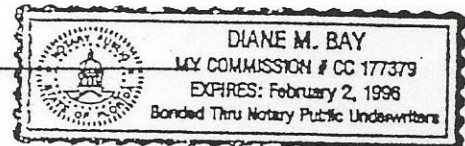
IN WITNESS WHEREOF, we, being all of the directors of the Loma Del Sol Homeowners Association, Inc., have hereunto set our hands this 30 day of AUGUST, 1993.

[Signature]
Philip T. Diano
6500 CR St Davenport Fl. 33837

The above officers did in fact appear in person and sign the above. They did not take an oath. All of the above signed are personally known to me. Sworn and subscribed before me on this 30 day of AUGUST, 1993.

[Signature]
Notary Public

My commission expires: _____



CERTIFICATION

I, the undersigned, do hereby certify: THAT I am the duly elected and acting secretary of the Loma Del Sol Homeowners Association, Inc., a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of AUGUST, 1993.

[Signature]
Secretary Philip T. Diano

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

BY [Signature]

D.C.

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FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
LOMA DEL SOL PHASE II

THIS FIRST SUPPLEMENTAL DECLARATION is made and entered into by Loma Linda Homes Corporation, a Florida corporation, (the "Declarant").

RECITALS

A. The Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Loma del Sol dated August 11, 1993 and recorded in Official Records Book 3270, page 2162 to page 2195 (incl.), of the Public Records of Polk County, Florida, (hereinafter collectively referred as the "Declaration").

B. The Declaration provides that the Declarant may annex additional properties into the scheme of the Declaration.

C. The Declarant desires to extend the Declaration to include certain Additional Property.

DECLARATIONS

NOW, THEREFORE, the Declarant hereby supplements the Declaration as follows:

1. RECITALS DEFINITIONS. The recitals stated above are incorporated herein by this reference. Capitalized terms used in this First Supplemental Declaration shall have the same meaning as set forth in the Declaration, as supplemented by this First Supplemental Declaration.

2. ADDITIONAL PROPERTY. Effective as of the 15th day of March, 1994 (the "Effective Date"), the Declaration to that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with any improvements thereon, (collectively, the "Additional Property"). Commencing as of the Effective Date, the Additional Property shall be held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, restrictions, easements and liens set forth in the Declaration and in this First Supplemental Declaration. This annexation is made pursuant to Article II of the Declaration and also extends

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the jurisdiction of the Association to the Additional Property.

IN WITNESS WHEREOF, the Declarant has entered this First Supplemental Declaration to be executed by its undersigned officer hereunto duly authorized, as of the 15th day of March, 1994.

signed, sealed and delivered
in the presence of:

LOMA LINDA HOMES CORPORATION
a Florida Corporation

[Signature]
[Signature]
[Signature]
Rosa K. Perry

BY: *[Signature]*
Name: Philip T. Diorio
Title: President
6500 C.R. 54
Davenport, Fl 33837.

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF POLK) SS:

03/22/94

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, Philip T. Diorio, well known to me to the President of Loma Linda Homes Corporation, the corporation referred to as the Declarant in the foregoing First Supplemental Declaration, and that he acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by the said corporation and that the seal affixed thereto is the true corporate seal for aid corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of March, 1994.

[Signature]
Notary Public

[Signature]
My commission Expires:

PREPARED BY:
ROSA K. PERRY
LOMA LINDA HOMES CORPORATION
6500 CR 54
DAVENPORT, FL. 33837



ROSA K PERRY
My Commission CC263750
Expires Jul. 17 1997

EXHIBIT "A"

THE ADDITIONAL PROPERTY3364 0430
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That part of Section 6, Township 26 South, Range 27 East, lying north of State Road 54 (County Road S-54 - Loughman Road), Polk County, Florida, described as follows:

Commence at the Northwest corner of said Section 6 and run North 89 degrees 52' 13" East along the North boundary of said Section 6 a distance of 1410.00 feet to the Northeast corner of Loma del Sol as recorded in Plat Book 94, Page 46, of the Public Records of Polk County, Florida and the POINT OF BEGINNING; thence Continue North 89 degrees 52' 13" East along said North boundary of Section 6 a distance of 4056.30 feet to the Northeast corner of said Section 6, Township 26 South, Range 27 East; thence South 00 degrees, 08' 33" East along the East boundary of said Section 6 a distance of 571.75 feet a non-tangent intersection with a point on the Northerly right of way line of County Road S-54 (Loughman Road), said point being on a curve concave Southeasterly and having a radius of 2917.92 feet; thence Southwesterly along said Northerly right of way line and said curve to the left through a central angle of 02 degrees 01' 40", an arc distance of 103.27 feet (CH = 103.26, CB = S 79 degrees 31' 50" W); thence South 78 degrees 31' 00" West along said Northerly right of way line a distance of 3878.14 feet to the Southeast corner of said Loma del Sol as recorded in Plat Book 94, Page 46 of the public records of Polk County, Florida; thence along the Easterly boundary of said Loma del Sol the following ten (10) courses; (1) North 11 degrees 29' 00" West a distance of 150.98 feet to a non-tangent intersection with a curve concave Northerly and having a radius of 455.00 feet; (2) thence Northwesterly along said curve to the right through a central angle of 09 degrees 48' 21", an arc distance of 77.87 feet (CH = 77.78, CB = S 84 degrees 42' 29" W); (3) thence North 17 degrees 28' 53" East a distance of 63.55 feet to a non-tangent intersection with a curve concave Northeasterly and having a radius of 25 feet; (4) thence Northwesterly along said curve to the right through a central angle of 104 degrees 32' 11", an arc distance of 45.61 feet (CH = 39.54, CB = N 40 degrees 57' 03" W); (5) thence North 85 degrees 21' 42" West a distance of 99.25 feet to a non-tangent intersection with a curve concave Easterly and having a radius 540.00 feet; (6) thence Northeasterly along said curve to the right through a central angle of 04 degrees 46' 48", an arc distance of 45.05 (CH = 45.04, CB = N 17 degrees 52' 16" E); (7) thence North 20 degrees 12' 53" East a distance of 55.00 feet; (8) thence North 69 degrees 47' 07" West a distance of 125.00 feet; (9) thence North 20 degrees 12' 53" East a distance of 415.00 feet; (10) thence North 00 degrees 07' 47" West a distance of 587.00 feet to the POINT OF BEGINNING. Contains 91.21 acres.

FILED, RECORDED, AND
RECORD VERIFIED
E.D. "Bud" DIXON, Clk. Cir. Cl.
POLK COUNTY, FLA.
BY  D.C.

Prepared by and return to:
 Thomas F. Diorio
 Thomas F. Diorio, P.A.
 P.O. Box 1686
 Winter Park, FL 32790-1686

JOINDER AND CONSENT TO
 AND FIRST AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR LOMA DEL SOL

THIS JOINDER AND CONSENT TO AND FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOMA DEL SOL (hereinafter referred to as the "Joinder, Consent and Amendment") is made and entered into as of the 29th day of September, 1993, by LENNAR HOMES, INC., a Florida corporation (hereinafter referred to as "Lennar") and LOMA LINDA HOMES CORPORATION, a Florida corporation (hereinafter referred to as "Loma Linda Homes").

WITNESSETH:

WHEREAS, Loma Linda Homes, as the Declarant therein, executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Loma Del Sol dated October 1, 1992, and recorded on August 11, 1993 in Official Records Book 3270, Page 2162, Public Records of Polk County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, at the time of the recording the Declaration in the Public Records of Polk County, Florida, Lennar was the record holder of the fee simple title to the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Lennar Lots"); and

WHEREAS, Lennar did not join in and consent to the terms and conditions of the Declaration at the time of the recording of the Declaration; and

WHEREAS, Lennar desires to join in and consent to the terms and conditions of the Declaration and to subject and entitle the Lennar Lots to the benefits and the burdens of the Declaration; and

WHEREAS, Loma Linda Homes and Lennar, as the sole owner of the fee simple title to all of the Lots subject to the terms and conditions of the Declaration, desire to amend the Declaration as set forth herein and as authorized pursuant to Article XIII of the Declaration.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein.
2. Lennar hereby joins in and consents to the terms and conditions of the Declaration. From the date of the recording of this Joinder, Consent and Amendment in the Public Records of Polk County, Florida, the Lennar Lots shall be subject to the burdens of the Declaration and the Lennar Lots shall be entitled to all of the benefits of the Declaration.
3. Loma Linda Homes, as the Declarant pursuant to the terms of the Declaration and as the sole owner of all of the Lots (as defined in the Declaration) in the Loma Del Sol subdivision other than the Lennar Lots, hereby consents to Lennar's Joinder and consent to the Declaration as set forth in this Joinder, Consent and Amendment.
4. Article I, Section 1(b) of the Declaration is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

(b) "Area of Common Responsibility" shall mean and refer to any land or improvement located in or near the Properties, not intended to be owned by the Association, but which is intended to be operated, maintained, insured or improved by the Association. Areas of Common Responsibility may be designated by this Declaration, by any Supplemental Declaration, by contract entered into by the Association, or by decision of the Board. The Declarant hereby

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 24th day of September, 1993, by Kathy Carter, as the Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of said corporation, who is X personally known to me or _____ who has produced a _____ as identification and who did not take an oath.

Sandra L. Monroe
Notary Public
Print Name: SANDRA L. MONROE
My Commission Expires: 6/2/95
Commission #: 114292

(Notary Seal)

SANDRA L. MONROE
Notary Public, State of Florida
My Comm. Expires June 02, 1995
Comm. No. 114292
☒ Personally Known or ☐ Produced Identification
Type of I.D. Produced _____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29th day of September, 1993, by Philip T. Diorio, as President of Loma Linda Homes Corporation, a Florida corporation, who is _____ personally known to me or who has produced Fla. Driver's License as identification and who did not take an oath.

Kimberly A. Perry
Notary Public
Print Name: Kimberly A. Perry
My Commission Expires: May 21, 1996
Commission #: 114292

(Notary Seal)



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KINDERL.NRI

EXHIBIT "A"

Legal Description

Lots 1 through 46, Inclusive, and Lots 113 through 136, inclusive, LOMA DEL SOL,
according to the Plat thereof recorded in Plat Book 94, Page 46, Public Records of Polk
County, Florida.

JNDREXHD.A

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cl. Ct.
POLK COUNTY, FLA.
BY  O.G.