

WHEREAS, the Covenants, Conditions and Restrictions provide for the filing of Supplemental Declarations of the Covenants, Conditions and Restrictions to add additional property to the Subdivision (as that term is defined in the Covenants, Conditions and Restrictions);

WHEREAS, the Developer and the Association own the real property located in Polk County, Florida described on the attached Exhibit"A" (the "Conservation Area"); and

WHEREAS, the District has required certain amendments to this Declaration.

NOW, THEREFORE, the Developer and the Association declare that the Conservation Area (together with all Improvements thereon that are located thereon or thereunder), together with such additions thereto as are hereafter made pursuant to this Declaration, shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by the Covenants, Conditions and Restrictions as amended by this Amendment.

1. Definitions. When used in the Declaration each capitalized term shall have the meaning ascribed to it in the Covenants, Conditions and Restrictions unless the context shall otherwise require or a revised definition is provided herein. The following terms shall have the following revised meanings:

"Declaration" and "this Declaration" means (and, except as otherwise provided in the definition of "Initial Declaration") the Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North dated July 16, 1997, and recorded in Official Records Book 3871, page 2137, public records of Polk County, Florida, as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North, Phase II, dated January 5, 2000, and recorded in Official Records Book 4382, page 0842, public records of Polk County, Florida, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North, dated January 15, 2000, and recorded in Official Records Book 4387, page 69, public records of Polk County, Florida.

2. A new sub section 14.7(c) is added reading:

14.7 ... (c) Special Provisions Affecting Monitoring of Wetland Mitigation Area. In any event the Association shall include a special assessment for the purpose of monitoring and maintaining all wetland mitigation areas lying within the Common Properties until such time as the District determines that such wetland mitigation areas are successful in accordance with Permit and the requirements of the District.

3. A new section 19.9 is added reading:

19.9 Enforcement By the District. Notwithstanding any other provision of these Covenants, the District may, but is not required to, enforce any and all of the Covenants to the extent that the Covenants relate in any manner to the Surface Water Management System, the Conservation Easement or any wetland mitigation area. In enforcing these provisions the District shall be entitled to among other remedies, including recovering penalties and obtaining a judgement providing for specific enforcement, a mandatory injunction or other equitable remedy.

4. A new section 19.10 is added reading:

19.10 Termination of Association. In the event that the Association shall terminate for any reason and if an alternate entity which has been approved by the District is not established for the purpose of operating and maintaining the Surface Water Management System as required by these Covenants, then each of the Owners of a Lot shall be jointly and severally liable for the operation and maintenance of the Surface Water Management System.

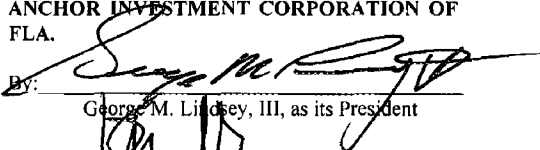
5. Recordation. Developer shall record this Amendment to Declaration in a timely fashion in the official records of Polk County, Florida, at its sole expense including, without limitation, the payment of all recording costs and taxes necessary for such recordation.

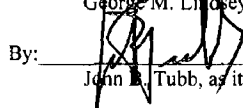
6. Except as modified hereby the Covenants, Conditions and Restrictions remain in full force and effect.

IN WITNESS WHEREOF, Developer and the Association have caused these presents to be signed all on the day and year first above written.

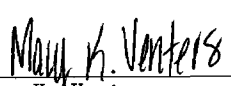
Signed in the presence of:

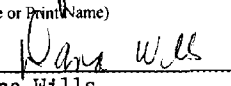
ANCHOR INVESTMENT CORPORATION OF FLA.

By: 
George M. Lindsey, III, as its President

By: 
John E. Tubb, as its Assistant Secretary

520 South Florida Avenue
Lakeland, FL 33802


Mary K. Venters
(Type or Print Name)


Dana Wills
(Type or Print Name)

Signed in the presence of:

MT. OLIVE SHORES NORTH OWNER'S ASSOCIATION, INC.

By: [Signature]
George M. Lindsey as its President

By: [Signature]
Kendall S. Phillips as its Secretary

520 South Florida Avenue
Lakeland, FL 33802

[Signature]

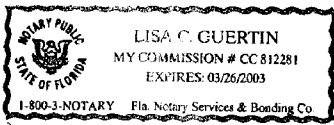
Mary K. Venters
(Type or Print Name)

[Signature]

Dana Wills
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this the 5th day of May, 2001, by George M. Lindsey, III and John B. Tubb who are personally known to me or who have produced _____ as identification and who did not take an oath, as President and Assistant Secretary respectively of **Anchor Investment Corporation of Fla.**, on behalf of the corporation.



(SEAL)

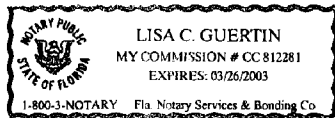
[Signature]
Notary Public

Lisa C Guertin
(Print or Type Notary Name)

Commission (Serial) Number: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this the 5th day of May, 2001, by George M. Lindsey III and Kendall S. Phillips who are personally known to me or who have produced _____ and _____ as identification and who did not take an oath, as President and ~~Assistant~~ Secretary respectively of **Mt. Olive Shores North Owner's Association, Inc.** on behalf of the corporation.



(SEAL)

[Signature]
Notary Public

Lisa C Guertin
(Print or Type Notary Name)

Commission (Serial) Number: _____
My Commission Expires: _____