

INSTR # 2003135617
BK 05428 PG 2097
RECORDED 07/11/2003 03:11:56 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 37.50
RECORDED BY T Williams

This Instrument Prepared By:
Ronald L. Clark, Esquire
Clark, Campbell & Mawhinney, P.A.
Post Office Box 24627
Lakeland, Florida 33802-4627

RE

**SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF MT. OLIVE SHORES NORTH
(Second Addition)**

THIS SECOND SUPPLEMENTAL DECLARATION is made this 10 day of July, 2003 by ANCHOR-MOSN, LLC, a Florida limited liability company, as successor in interest to ANCHOR INVESTMENT CORPORATION OF FLA., a Florida corporation (the "Developer").

1. Introduction and Initial Submission

WHEREAS, ANCHOR INVESTMENT CORPORATION OF FLA., a Florida corporation, was the developer of Mt. Olive Shores North, as per the map or plat thereof recorded in Plat Book 104 Pages 38 and 39, public records of Polk County, Florida, and Mt. Olive Shores North First Addition, as per the map or plat thereof recorded in Plat Book 110 Pages 26 and 27, public records of Polk County, Florida, and in connection therewith has filed the Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North dated July 16, 1997, and recorded July 18, 1997, 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 (First Addition) dated January 6, 2000, and recorded January 6, 2000, in Official Records Book 4382, page 842, 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 14, 2000, and recorded January 14, 2000, in Official Records Book 4397, Page 59, public records of Polk County, Florida, as further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North, dated May 5, 2001, and recorded May 10, 2001, in Official Records Book 4696, Page 1931, public records of Polk County, Florida, and as further amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North, dated April 11, 2001, and recorded April 23, 2001, in Official Records Book 4681, Page 1230, public records of Polk County, Florida, (collectively the "Covenants, Conditions and Restrictions"); and

WHEREAS the Developer is the successor in interest to ANCHOR INVESTMENT

CORPORATION OF FLA., a Florida corporation, by virtue of that special warranty deed dated October 23, 2001, and recorded October 25, 2001, in Official Records Book 4833, Page 260, public records of Polk County, Florida; and

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); and

WHEREAS, the Developer has filed and recorded a plat of Mt. Olive Shores North, Second Addition, in Plat Book 122, pages 21 and 22, public records of Polk County, Florida (the "Phase III Plat") covering the real property located in Polk County, Florida, described on Exhibit "A" (the "Phase III Land") and anticipates filing plats of additional phases; and

WHEREAS, the Developer owns the Phase III Land which is a portion of the Land (as defined in the Covenants, Conditions and Restrictions) and intends to add the Phase III Land to Mt. Olive Shores North and the Subdivision; and

WHEREAS, with a view of preserving and enhancing the value of the Lots in Phase III and promoting their owners' and occupants' welfare, the Developer wishes to impose on the Phase III Land the various easements, covenants, restrictions, charges and liens described in the Covenants, Conditions and Restrictions at this time and to reserve the mechanism for imposing them on additional phases in the future.

NOW THEREFORE, the Developer declares that the Phase III Land (together with all Improvements 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, changes and liens created or provided for by the Covenants, Conditions and Restrictions.

1. **Definitions:** When used in this Second Supplemental 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:

"Common Properties" means the property depicted on the Plat as: Tracts A, B, C, D, and E (including all Improvements thereon), plus the property depicted on the Phase II Plat as Tracts A and B (including all Improvements thereon), plus the Conservation Area, plus a non-exclusive easement for ingress/egress and the construction, installation and maintenance of utilities over Tract "C" (including all Improvements thereon which serve or are designed to serve the Subdivision) [Note: the fee simple ownership of Tract "C" shown on the Phase II Plat is reserved to Developer along

with the exclusive right to grant additional easements therein and the right to use the land in any fashion], plus the property depicted on the Phase III Plat as Tracts A and B, plus whatever portions of any lands are (together with all Improvements thereon) are declared to be Common Properties in any future plat of subsequent phases of the Subdivision; provided, however, the term "Common Properties" shall not mean any portion of the Water System or Sewer System unless and until that portion of the Water System or Sewer System is expressly made a part of the Common Properties by specific reference to it in a Supplemental Declaration. The term "Common Properties" shall include any portion of the Surface Drainage System thereon.

"Declaration" and "this Declaration" mean (and, except as otherwise provided in the definition of "Initial Declaration", together with this Second Supplemental Declaration, "hereto", "hereof", "hereunder", "herein" and words of similar import) shall refer to the Covenants, Conditions and Restrictions as amended from time to time.

"Surface Drainage System" means the system of ditches, culverts, retention ponds, under drains and other improvements for the drainage of storm water collecting on the Properties, and constructed pursuant to surface water permit(s) issued by the Southwest Florida Water Management District or a successor agency for the Subdivision including Phase I, Phase II, Phase III, and any subsequent phase.

"Improvement" means any structure or artificially created condition or appurtenance located on the Properties, including, but not limited to, any residential dwelling, building, outbuilding, walkway, dock, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, or landscaping.

"Lot" means a site designated for the construction of a residence or a recreational vehicle site that is part of the Properties, including Phase I, Phase II and Phase III, and is intended for use and occupancy as such.

"Owner" means the person or entities (regardless of the number of either) holding fee simple interests of record to any Lot (in Phase I, Phase II, Phase III, and all subsequent phases), including the Developer and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation and excluding purchasers under executory contracts for sale.

"Properties" means the property described in Exhibit "B" of the original Covenants, Conditions and Restrictions (together with all Improvements located thereon), plus the Phase II Land (together with all Improvements located thereon), plus the Phase III Land described in Exhibit "A" of this Second Supplemental Covenants, Conditions and Restrictions (together with all Improvements thereon), plus whatever portion of any lands (together with all Improvements thereon)

are declared to be Properties or otherwise subject to the Covenants, Conditions and Restrictions in any Supplemental Declaration, less whatever portion of the Lands (together with all Improvements thereon) are declared to be withdrawn from the provisions of the Covenants, Conditions and Restrictions in any Supplemental Declaration pursuant to the provisions of the Covenants, Conditions and Restrictions or any Supplemental Declaration; provided, however, the term "Properties" shall not mean any portion of the Water System or Sewer System unless and until that portion of the Water System or Sewer System is expressly made a part of the Properties by specific reference to it in any Supplemental Declaration. The term "Properties" shall include any portion of the Surface Drainage System thereon and the Conservation Area.

"Subdivision" means Mt. Olive Shores North, Mt. Olive Shores North First Addition (Phase II), Mt. Olive Shores North Second Addition (Phase III), and all subsequent phases of Mt. Olive Shores North for which a Supplemental Declaration is filed of record.

2. Section 4.3 of the Covenants, Conditions and Restrictions is amended to read:

4.3 Disclaimer of Implication. Only the Phase I Land, Phase II Land, and Phase III Land are subject to the Covenants, Conditions and Restrictions unless and until a Supplemental Declaration is recorded in the fashion required by paragraph 4.1 with respect to it, no portion of the remainder of the Lands shall be in any way affected by the Covenants, Conditions and Restrictions or other terms of this Declaration and every such portion may be freely sold, conveyed or otherwise disposed of by their owner or owners free and clear of any of the Covenants and other terms of this Declaration.

3. Article 5., of the Covenants, Conditions and Restrictions is amended to read:

5. Ownership and Mortgaging of the Common Properties

5.1 Ownership.

(a) Transfer to the Association. When title to 100% of the Lots and proposed Lots in the Subdivision have been conveyed to non-Developer purchasers or on September 30, 2009, whichever occurs first, or sooner at the Developer's option, the Developer shall convey to the Association the fee simple title to the Common Properties, on behalf of the Owners, free and clear of any liens but subject to (i) any real estate taxes and assessments for the year in which the conveyance takes place; (ii) any covenants, conditions, restrictions, reservations,

limitations and easements then of record; and (iii) any zoning ordinances then applicable. The Association shall accept this conveyance of the Common Properties on behalf of the Owners and shall thereafter hold title to them for the benefit of the Owners. The conveyance shall not impair in any way the Developer's rights and easements set forth in paragraph 15. Each of the Owners (in all Phases) shall be deemed to own a undivided beneficial interest in the Common Properties equal to the fraction of one divided by the total number of Lots in the Subdivision. The Ownership of this beneficial interest shall not limit the rights of the Association as set forth in this Declaration and any Supplemental Declaration.

(b) Transfer by the Association Generally. The Association may dedicate or transfer all or part of the Common Properties owned by it to any public agency, authority or utility, provided an instrument is recorded in which the Class B Member, if any, and the Owners holding a majority of the Class A Members agree, by signing the instrument (or a counterpart thereof), to the dedication of transfer and the purposes for which and conditions under which it is made.

5.2 Mortgaging.

(a) By the Developer. Subject to paragraph 5.1(a), the Developer may mortgage any part or all of the Common Properties to finance its construction and development.

(b) By the Association. The Association may mortgage all or any part of the Common Properties owned by it for the purposes of improving, repairing or reconstruction them provided it first obtains the written approval of Owners holding at least a majority of Class A Members' votes.

4. Section 7.6 of the Covenants, Conditions and Restrictions is amended to read:

7.6 Surface Drainage System. There is hereby created and reserved a blanket easements upon, across, through and under the Properties (including Phase I, Phase II, Phase III, and any future phases) for the ingress, egress, installation, maintenance, repair, replacement, relocation and operation of any and all of the Surface Drainage System.

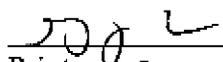
5. Section 10.4(b) of the Covenants, Conditions and Restrictions is amended to read:

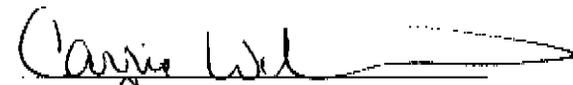
(b) Type A recreational vehicle which may be parked and occupied without improvements other than concrete driveway and activated utility services except for: Lots 30 through 45, inclusive of Mt. Olive Shores North (Phase I); Lots 291 through 306, inclusive, of Mt. Olive Shores North First Addition (Phase II); Lots 307 through 325, inclusive, of Mt. Olive Shores North Second Addition (Phase III); and those lots identified as lake front lots on any subsequent plat or declaration.

6 Except as modified hereby the Covenants, Conditions and Restrictions remain in full force and effect with the intent of this Second Supplemental Declaration to make the Phase III Land subject to the Covenants, Conditions and Restrictions to the same degree as it would have been had it been added to the Initial Declaration

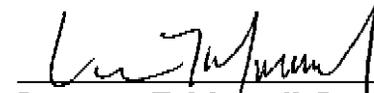
IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed, all on the 10th day of July, 2003.

Signed in the presence of:


Print: George J. Bochi


Print: Carrie Wilson

Anchor-MOSN, LLC,
a Florida limited liability company
By: Its Sole Managing Member
Anchor Investment Corporation of Fla.,
a Florida corporation

By: 
Lawrence T. Maxwell, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this the 10th day of July, 2003 by Lawrence T. Maxwell, as President of Anchor Investment Corporation of Fla., a Florida corporation, the sole managing member of Anchor-MOSN, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification and who did not take an oath.



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THRU TROY CAIN INSURANCE, INC.

Deranda R. Stevens
Notary Public

Deranda R. Stevens
(Print of type Notary name)

Commission (Serial) Number DD074750

My Commission Expires: 11/27/2005

(Seal)

EXHIBIT "A"

A portion of Section 31, Township 26 South, Range 25 East and Section 6, Township 27 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the southeast corner of Tract "C" of Mt. Olive Shores North First Addition as recorded in Plat Book 110, Page 27 Public Records of Polk County, Florida; thence South 67°52'42" West along the south boundary of said Tract "C" a distance of 31.93 feet to the POINT OF BEGINNING; thence South 02°07'20" East a distance of 843.51 feet; thence South 87°52'40" West a distance of 20.55 feet to a non-tangent intersection with a curve being concave northwesterly and having a radius of 439.99; thence southwesterly along said curve to the right through a central angle of 78°51'17", an arc distance of 605.55 feet (CH = 558.88 feet, CB = South 37°50'59" West); thence South 09°11'40" East a distance of 33.86 feet; thence North 74°15'15" West a distance of 25.31 feet; thence South 64°25'08" West a distance of 963.62 feet to the west boundary of the east ½ of the northeast ¼ of said Section 6; thence North 03°53'12" West along said west boundary a distance of 1175.92 feet; thence South 86°46'27" West a distance of 713.17 feet; thence North 10°54'30" East a distance of 300.96 feet to the southwest corner of said Mt. Olive Shores North First Addition; thence along the boundary of said Mt. Olive Shores North First Addition the following 12 courses (1) North 89°58'40" East a distance of 875.26 feet; (2) thence North 67°50'15" East a distance of 409.81 feet; (3) thence North 84°36'30" East a distance of 40.07 feet; (4) thence North 67°52'42" East a distance of 122.38 feet; (5) thence North 02°07'20" West a distance of 60.66 feet; (6) thence North 67°52'42" East a distance of 122.38 feet; (7) thence North 73°09'01" East a distance of 41.36 feet; (8) thence North 67°52'42" East a distance of 122.38 feet; (9) thence South 02°07'20" East a distance of 181.97 feet; (10) thence North 67°52'42" East a distance of 122.38 feet; (11) thence North 69°06'45" East a distance of 42.25 feet; (12) thence North 67°52'42" East a distance of 133.21 feet to the POINT OF BEGINNING.