

AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
FOR

A PORTION OF PARCEL "C"  
SPRING LAKE-VILLAGE IV

SPRING LAKE PROPERTY ASSOCIATION, INC., a non-profit Florida corporation, the authority duly authorized to amend restrictions for A PORTION OF PARCEL "C" SPRING LAKE-VILLAGE IV, according to the plat thereof recorded in Plat Book 9, Page 75 of the Public Records of Highlands County, Florida, does hereby make and declare the following amendment to the Declaration of Restrictions for said subdivision dated the 1st day of May, 1973, and recorded in O.R. Book 431, page 505 of the Public Records of Highlands County, Florida, to wit:

ARTICLE II 2. shall have added to the end of the paragraph, a new paragraph which shall read as follows:

No structure of any kind of what is commonly known as "factory built" or "modular" type construction shall be erected on the SUBDIVIDED PROPERTY.

ARTICLE II 2. There shall be added to 2 a new paragraph which shall read as follows: The minimum square footage for R-3 (multi-family) shall be 1000 square feet of living space per unit. The minimum square footage for R-2 (duplex) shall be 1000 square feet of living space per unit. The minimum square footage for R-1 shall be 1250 square footage of living space.

ARTICLE II 6. shall be amended by adding two new paragraphs at the end of the 6 to read as follows:

a. GARAGES. Each single family residence shall have as a minimum, a double car attached garage. Each duplex shall have a minimum, a single car attached garage for each unit. Multi family units shall have as a minimum a single car attached garage for each ground unit.

b. SWIMMING POOLS. Any swimming pool to be placed upon any of the lots shall be an in ground swimming pool. The deck is to be no more than 12 inches above the existing grade. The pool shall conform to all set back requirements and must be enclosed by a fence or enclosure in compliance with Highlands County regulations. No above ground swimming pools will be allowed.

ARTICLE II 9. shall be amended to read:

9. WALLS AND FENCES. No boundary wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no boundary line hedge or shrubbery shall be permitted with a height of more than five (5) feet without written approval by SPRING LAKE PROPERTY ASSOCIATION, INC. No wall or fence shall be constructed on any lot until the height, type, design and location shall have been approved in writing by SPRING LAKE PROPERTY ASSOCIATION, INC. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall be received by SPRING LAKE PROPERTY ASSOCIATION, INC. decision shall be final. Walls and fences shall not extend beyond the front corners of the building.

ARTICLE II 18. shall have added at the end of the paragraph the following:

Lawns shall not be allowed to exceed 10 inches in height for improved property and lawn or weeds on unimproved property shall not exceed 24 inches in height.

IN WITNESS WHEREOF, SPRING LAKE PROPERTY ASSOCIATION, INC. a Non-profit Florida corporation, by its authority under the assignment from CORAL SPRINGS ASSOCIATION to CENTRAL SOUTHERN PROPERTIES OF FLORIDA, INC. dated 7 June, 1985 and recorded in O.R. Book 1132, page 231 of the Public Records of Highlands County, Florida, which was assigned by CENTRAL SOUTHERN PROPERTIES OF FLORIDA, INC. to D and D DEVELOPMENT, DEANE L. STUMP and RICHARD DAY, JR., partners dated December 31, 1986 and recorded in O.R. Book 1133, page 1449 of the Public Records of Highlands County, which was assigned by RICHARD DAY, JR. to DEANE L. STUMP, dated February 19, 1991 and recorded in O.R. Book 1134, page 1291 of the Public Records of Highlands County, Florida, which was assigned to SPRING LAKE PROPERTY ASSOCIATION, INC. a non-profit Florida corporation from DEANE L. STUMP, dated January 16, 1995 and recorded in O.R. Book 1319 page 1764 of the Public Records of Highlands County, Florida, hereby executes this Amendment to the above described Declaration of Restrictions in its name and by its undersigned authorized officers and affixes its corporate seal hereto this 28 day of February, 1997.

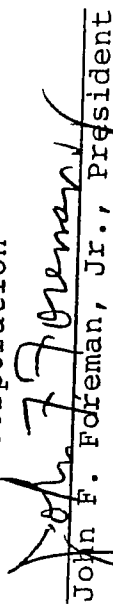
Signed, sealed and delivered  
in the presence of:

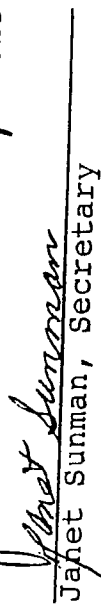




STATE OF FLORIDA  
COUNTY OF HIGHLANDS

SPRING LAKE PROPERTY  
ASSOCIATION, INC., a non-profit  
Florida corporation

  
John F. Foreman, Jr., President

  
Janet Sunman, Secretary

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared, JOHN F. FOREMAN, JR. and JANET SUNMAN, President and Secretary respectively of SPRING LAKE PROPERTY ASSOCIATION, INC. a non-profit Florida corporation, who are personally known to me or who presented drivers licenses for identification, who executed the foregoing Amendment and severally acknowledged the execution thereof to be their free act and deed as such officers for the use and purpose therein mentioned and they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Sebring, Highlands County,  
Florida this 28 day of February, 1997.

PREPARED BY AND RETURN TO:  
JOHN F. HOWARD, ATTORNEY  
120 Mini Ranch Road  
Sebring, FL 33870

*Julie M. Norris*

Notary Public  
Commission No. CC 383241  
My commission expires: 6-15-1998

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, SUBDIVIDER under that certain DECLARATION OF RESTRICTIONS AND COVENANTS made as of the 2nd day of January, 1972 and recorded in Official Records Book 400, at page 108 of the public records of Highlands County, Florida, by and through its President and Secretary, does hereby amend said DECLARATION OF RESTRICTIONS AND COVENANTS pursuant to Article II, Paragraph 20, Amendment of Restrictions, thereof to delete therefrom Paragraph 14, Article II, which reads:

14. TRUCKS AND TRAILERS. No trucks or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle or mobile home or house trailer of any kind shall be permitted to be parked overnight.

and to insert the following new Paragraph 14, Article II, in its place and stead, to wit:

14. TRUCKS, COMMERCIAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, campers, or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building or concealed from view of any adjacent street or property. None of the aforementioned shall be used as a domicile or residence, either permanent or temporary.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, all as of this 21st day of April, 1982.

(Corporate Seal)  
STATE OF FLORIDA )  
COUNTY OF BROWARD )

FLORIDA NATIONAL PROPERTIES, INC.

By: *W. Buntemeyer*  
W. Buntemeyer, President

Attest: *A. N. Malenos*  
A. N. Malenos, Secretary

FILED APR 29 1982  
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 21st day of April, 1982, by W. Buntemeyer and A. N. Malenos, as President and Secretary, respectively, of Florida National Properties, Inc., a Florida corporation, on behalf of said corporation.



*A. N. Malenos*  
Notary Public

My Commission Expires:

NOTARY PUBLIC  
A. N. Malenos  
MY COMMISSION EXPIRES APRIL 29, 1982



CORRECTIVE  
DECLARATION OF RESTRICTIONS AND COVENANTS

This Declaration made this 2nd day of January, 1972, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation hereinafter called SUB-DIVIDER.

W I T N E S S E T H :

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation having its principal place of business in Coral Springs, Florida, the record owner of the SUBDIVIDED PROPERTY as described in ARTICLE I of this DECLARATION, desires to create a quality residential development with covenants, restrictions, easements, charges and liens as hereafter set forth for the preservation of the property values of the OWNERS herein;

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the SUBDIVIDED PROPERTY described in ARTICLE I is and shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges, and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "SUBDIVIDED PROPERTY" shall mean and refer to SPRING LAKE VILLAGE IV, as recorded in Plat Book 2, Page 75, of the Public Records of Highlands County, Florida, excluding Parcels A, B and C.
2. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors or assigns of any or all of its rights under this Declaration.
3. "ASSOCIATION" shall mean and refer to the CORAL HIGHLANDS ASSOCIATION, INC., a Florida corporation, its successors or assigns or any or all of its rights under this Declaration.
4. "OWNER" shall mean and refer to every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in any lot or portion thereof in the SUBDIVIDED PROPERTY, their heirs, successors, legal representatives or assigns.
5. "HOME OWNERS ASSOCIATION" shall mean and refer to a HOME OWNERS ASSOCIATION which may be created as a non-profit corporation, its successors or assigns of any or all of its rights pursuant to this Declaration, which Corporation shall be incorporated under the laws of the State of Florida prior to the conveyance or assignment by SUBDIVIDER TO HOME OWNERS ASSOCIATION of any Common Property which may be conveyed or assigned as herein provided.
6. "MEMBER" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any lot in the SUBDIVIDED PROPERTY. The Record OWNER of a fee or undivided fee interest in a portion of a lot shall be a MEMBER if the said portion has separate ownership from other portions of said lot and comprises or contains a dwelling unit. The membership may be increased as provided in ARTICLE III.
7. "COMMON PROPERTY" shall mean and refer to such property which SUB-DIVIDER may convey or assign to HOME OWNERS ASSOCIATION or otherwise declare to be for the mutual enjoyment of all MEMBERS. Said COMMON PROPERTY may be located with or without the SUBDIVIDED PROPERTY.

ARTICLE II  
GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The SUBDIVIDED PROPERTY may be used for apartments, condominiums, duplexes, and single family dwellings as set forth in the table in paragraph 2 below and for no other purposes. No business buildings may be erected on said property, and no business may be conducted on any part thereof, nor shall any building on any portion thereof be used or maintained

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as a professional office. By way of illustration and not limitation, doctors are prohibited from having offices or dispensing professional services on premises, and architects, authors, lawyers and the like are likewise prohibited from maintaining offices or dispensing professional services on the premises. Notwithstanding the provisions of this paragraph the SUBDIVIDER may utilize one or more lots for a sales office or models for so long as SUBDIVIDER, its successors or assigns shall own any lot in the SUBDIVIDED PROPERTY, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or models so long as said persons or entities own any lot in the SUBDIVIDED PROPERTY.

2. SETBACK LINES AND SIZE OF BUILDING. All buildings erected or constructed on any lot shall conform in use, area, and setback limitations to the following table. (No building shall be erected on any lot, the ground floor of which does not comprise at least the number of square feet designated in this table.)

BLOCK	LOTS	BUILDINGS: MINIMUM SQ. FOOTAGE	USE	MINIMUM SETBACK REQUIREMENTS		
				FRONT EVEN # LOTS	BACK	SIDE
A	1	1200	R-3	35	25	15
A	2	1000	R-2	35	25	15
A	3	800	R-1	35	25	15
A	10	1000	R-2	35	25	15
A	18	1200	R-3	35	25	15
B	1	800	R-1	35	25	15
B	12	1000	R-2	35	25	15
C	1	800	R-1	35	25	15
D	1	800	R-1	35	25	15
E	1	800	R-1	35	25	15
E	34	1000	R-2	35	25	15
F	1	1000	R-2	35	25	15
F	2	800	R-1	35	25	15
G	1	800	R-1	35	25	15
H	1	800	R-1	35	25	15
J	1	800	R-1	35	25	15
K	1	800	R-1	35	25	15
K	27	1000	R-2	35	25	15
K	28	1200	R-3	35	25	15
K	30	1000	R-2	35	25	15
K	31	800	R-1	35	25	15
L	1	800	R-1	35	25	15
L	7	1000	R-2	35	25	15
M	1	800	R-1	35	25	15
N	1	1200	R-3	35	25	15

NOTE: R-1 Single family residences only.  
 R-2 Two family residences (single family residences also permitted).  
 R-3 Multi-family residences (single and two family residences also permitted).

As above indicated, all even numbered lots in all blocks shall have a front setback of 35 feet and all odd numbered lots in all blocks shall have a front setback of 40 feet. Where two or more lots are acquired and used as a single building site by a single OWNER, the side lot lines shall refer only to the lines bordering on the adjoining property OWNER.

Setback lines for corner lots shall be 20 feet on the street side and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved. A copy of such plans, including the plot plan, shall be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

No building shall be erected over a height of 35 feet from ground level.

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3. METHOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

4. ASSOCIATION. The ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is empowered to contract for the installation of a water system, a gas system, a sewage disposal plant and system, storm sewers, gutters, curbs, and sidewalks for the SUBDIVIDED PROPERTY. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION, a prorata share of the cost of said water system, gas system, sewage disposal plant and system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots in the SUBDIVIDED PROPERTY in proportion to the respective square foot area of each of the lots. The ASSOCIATION is further authorized to contract for lot cleaning, lot mowing and such other beautification and maintenance work which is calculated to enhance the appearance or improve property values in the SUBDIVIDED PROPERTY. Said enhancements and improvements shall be paid by a per lot assessment to the owners of the lots enhanced or improved. Payment shall be due and payable immediately upon letting of the aforesaid improvements and written notice to OWNERS that such amounts are due and payable. If any OWNER fails to make payment for such improvements promptly upon notification, a lien on the OWNER'S lot shall arise for the OWNER'S respective share of the said cost. Said lien shall be enforceable in the manner as hereinafter provided. The judgment of the ASSOCIATION in the letting of contracts, the expenditure of said funds and the apportionment of assessments, shall be final. In consideration of the installation of the aforementioned utilities, each OWNER shall be vested with the right to use the water system, gas system, sewage disposal plant and system, storm sewers, gutters, curbs and sidewalks in perpetuity subject to the utility franchise costs as imposed by the ASSOCIATION or any lawful authority. Each OWNER shall install all sewer and septic tank outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer or septic tank outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction. The rights and powers herein contained or any portions thereof may be assigned by ASSOCIATION to HOME OWNERS ASSOCIATION or to any other person or entity in the sole and absolute discretion of said ASSOCIATION.

5. NOTICES TO SUBDIVIDER OR ASSOCIATION. Notices to the SUBDIVIDER of ASSOCIATION or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to the SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

6. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all local codes. Roofs of all buildings shall be of shingle, flat or barrel tile, slate or copper, or a stepped Bermuda type of poured lightweight aggregate concrete material. A Mansard roof may be permitted upon obtaining the written approval of the SUBDIVIDER or ASSOCIATION. No portion of the pitched roof area shall be of tar and gravel combination. Each OWNER is responsible for complying with all of the restrictions and covenants contained herein and shall notify any and all persons and lessees who may be using the OWNER'S premises of these restrictions and covenants. Refusal of approval of plans and specifications, locations and plot plan, by the SUBDIVIDER or ASSOCIATION, may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

7. SIGNS. No "For Rent" or "For Sale" signs nor any other signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form and size of such sign be first approved in writing by the SUBDIVIDER or ASSOCIATION. No sign of any kind may be placed on any vacant lot before December 31, 1972. Signs of a commercial nature shall not be erected on any lot or structure unless approved in writing by the SUBDIVIDER or ASSOCIATION.

8. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the SUBDIVIDED PROPERTY those easements shown upon the recorded plat of the subdivided property and there is hereby further reserved for a term of ten (10) years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines and such other further public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over, and under a strip of land twelve (12) feet in width or six (6) feet in width, being six (6) feet as measured at right angles from all side, front and rear lot lines in the aforesaid SUBDIVIDED PROPERTY, and the SUBDIVIDER will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right shall terminate in ten (10) years.

9. WALLS AND FENCES. No boundary wall or fence shall be constructed with a height or more than five and one-half (5½) feet above the ground level of adjoining property, and no boundary line hedge or shrubbery shall be permitted with a height of more than five and one-half (5½) feet without written approval by the SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until the heights, type, design and location therefor shall have been approved in writing by the SUBDIVIDER or ASSOCIATION. The heights of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall be resolved by the SUBDIVIDER or ASSOCIATION, which decision shall be final.

10. GARAGES. No garage or carport shall be erected which is separated from the main building.

11. NO ACCESSORY OR TEMPORARY BUILDING. No tents and no accessory or temporary buildings or structures shall be erected without the written consent of the SUBDIVIDER or ASSOCIATION.

12. GARBAGE CONTAINERS, OIL AND GAS TANKS. All oil tanks and bottled gas tanks must be in the rear of the building and must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. All garbage and trash shall be kept in an enclosed container.

13. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horse, swine, goats, poultry or fowl, shall be kept. Any dispute as to what may be or may become a nuisance, shall be resolved by the SUBDIVIDER or ASSOCIATION, which decision shall be final.

14. TRUCKS AND TRAILERS. No trucks or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle or mobile home or house trailer of any kind shall be permitted to be parked overnight.

15. LAWNS AND LANDSCAPING. For maintenance purpose all lawns in front of any lot shall extend to the pavement line of the street. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. No stone, gravel, or concrete shall be used as a lawn.

16. NO SUBDIVISION. None of the lots in the SUBDIVIDED PROPERTY shall be divided nor sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

17. CONDOMINIUM. No restrictions, covenants, or impositions herein contained shall be construed as in any manner limiting or preventing any lot and the improvements which may be constructed thereon from being submitted to a plan of condominium ownership.

18. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. The SUBDIVIDER or ASSOCIATION shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

19. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVIDED PROPERTY, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said lands and remove the same at the expense of the OWNER and such entry shall not be deemed a trespass. The property buildings improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Failure to maintain the property, buildings, structures, improvements, and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises, and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land enforceable as hereinafter provided.

20. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, modify, amend, or add to this Declaration of Restrictions and Covenants, or any part thereof.

#### ARTICLE III

#### PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE HOME OWNERS ASSOCIATION

1. PURPOSE. It is contemplated that at some future date the SUBDIVIDER may desire to assign or convey an interest in certain parcels of property located either within or without the SUBDIVIDED PROPERTY for the use and benefit of the MEMBERS for recreational purposes or for such other purposes that the membership of the HOME OWNERS ASSOCIATION may decide. The SUBDIVIDER is hereby authorized to create at a future date, prior to such assignment or conveyance, an automatic compulsory membership HOME OWNERS ASSOCIATION with the powers herein stipulated. The OWNERS consent to the creation of the said HOME OWNERS ASSOCIATION and their automatic membership therein shall be evidenced by their taking title to a lot or portion thereof in the SUBDIVIDED PROPERTY a deed for which shall have been recorded in the Public Records of Highlands County, Florida.

2. **MEMBERSHIP.** The SUBDIVIDER shall have the sole and absolute right to create the HOME OWNERS ASSOCIATION contemplated under this Article. There shall be no requirement that the SUBDIVIDER shall create said HOME OWNERS ASSOCIATION, and in the event of said creation there shall be no requirement that the SUBDIVIDER assign or convey any COMMON PROPERTY to same. Upon incorporation of the HOME OWNERS ASSOCIATION the membership shall be automatically comprised of all those persons and entities as defined in ARTICLE I. In addition, the SUBDIVIDER has subdivided other property and may in the future subdivide additional property, in its sole and absolute discretion, in the general area of the SUBDIVIDED PROPERTY, and may have by existing or may be additional Declarations, impose thereon restrictions and covenants for the purpose of preserving the high development standards of the general area, which said restrictions and covenants may reflect the different characteristics and uses contemplated by the general development plan for the Spring Lake Area, and which said restrictions may similarly provide that the fee simple lot OWNERS of the property upon which said restrictions and covenants are imposed shall automatically become MEMBERS of a HOME OWNERS ASSOCIATION as contemplated herein and be entitled to the same benefits and be subject to the same obligations as contemplated herein. The term "MEMBERS" as used in the Declaration may, at the discretion of the SUBDIVIDER, include any MEMBERS so added according to the provisions of the Articles of Incorporation and By-Laws of said HOME OWNERS ASSOCIATION.

3. **VOTING RIGHTS.** The HOME OWNERS ASSOCIATION shall have two (2) classes of voting membership.

**CLASS A.** Class A membership shall be all those MEMBERS as above defined with the exception of the SUBDIVIDER. Class A MEMBERS shall be entitled to one (1) vote for each lot or portion thereof in which they hold the interest required for membership as above indicated. When more than one person or entity holds such interest or interests in any lot or portion thereof, all such persons or entities shall be MEMBERS and the vote for such lot or portion thereof shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot or portion thereof.

**CLASS B.** Class B MEMBERS shall be the SUBDIVIDER. The Class B MEMBER shall be entitled to five (5) votes for each lot in which it holds the interest required for membership as above indicated, provided that the Class B membership shall cease and become converted to Class A membership upon the happening of both of the following:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, and
- (b) 10 years from the date of this Declaration.

From and after the happening of both of the above, the Class B MEMBER shall be deemed to be a Class A MEMBER entitled to one (1) vote for each lot or portion thereof in which it holds the interest required for membership. However, at the discretion of the Class B MEMBER it may be converted to a Class A MEMBER by a writing so stating, at any prior time.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Members' Easements of Enjoyment. Upon conveyance or assignment of any COMMON PROPERTIES by SUBDIVIDER, and subject to the limitations below indicated, every MEMBER shall have a right and easement of enjoyment in and to the COMMON PROPERTIES which may be conveyed or assigned to the HOME OWNERS ASSOCIATION, and such easement shall be appurtenant to and shall pass with the title to every lot or portion thereof.

2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the SUBDIVIDER, and of the HOME OWNERS ASSOCIATION to prescribe such rules and regulations for the use of the COMMON PROPERTIES which may be conveyed, as the SUBDIVIDER, or the HOME OWNERS ASSOCIATION deem necessary for the health, safety and welfare of the MEMBERS.

(b) The right of the HOME OWNERS ASSOCIATION, as to be provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any MEMBER for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, which suspension may be reimposed if the infraction continues for as often as deemed necessary by the HOME OWNERS ASSOCIATION.

(c) The right of the HOME OWNERS ASSOCIATION to charge reasonable admission and other fees for the use of the COMMON PROPERTIES which may be conveyed or assigned.

(d) The right of the HOME OWNERS ASSOCIATION to dedicate or transfer all or any part of the COMMON PROPERTIES which may be conveyed or assigned to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the HOME OWNERS ASSOCIATION in accordance with its Articles of Incorporation and By-Laws.

(e) The right of the SUBDIVIDER or the HOME OWNERS ASSOCIATION, their successors and assigns, to construct on, over and under the COMMON PROPERTIES which may be conveyed or assigned and to maintain water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve the properties or portions thereof and to grant easements to others in such regard.

3. Basis and Maximum of Annual Assessments. The initial annual assessments shall be no more than \$36.00 per lot or portion thereof. The annual assessments as herein provided may be increased by a two-third majority vote of the membership of the HOME OWNERS ASSOCIATION.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized hereby the HOME OWNERS ASSOCIATION may levy a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the COMMON PROPERTIES which may be conveyed or assigned, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of MEMBERS.

#### GENERAL PROVISIONS

1. RESTRICTIONS ARE COVENANTS RUNNING WITH THE LAND. The herein contained agreements, covenants, conditions and restrictions shall constitute an easement and servitude in and upon the SUBDIVIDED PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and/or ASSOCIATION and/or HOME OWNERS ASSOCIATION for a period of twenty-five years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then OWNERS of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. REMEDIES FOR VIOLATIONS. Violations or any breach of any restriction or covenant herein contained by any OWNER or MEMBER shall give the SUBDIVIDER, or ASSOCIATION, or HOME OWNERS ASSOCIATION in addition to all other remedies the right to proceed at law or in equity to compel a compliance with the breach of any of them. In addition to the foregoing, the SUBDIVIDER or ASSOCIATION shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violations exist, and summarily abate or remove the same at the expense of the OWNER, and such entry and abatement or removal shall not be deemed a trespass. Any delay by the SUBDIVIDER or ASSOCIATION or HOME OWNERS ASSOCIATION in enforcing any of the restrictions or covenants herein contained, no matter how long continued, shall not constitute a waiver of any of the restrictions or covenants herein contained, nor a waiver of its right to enforce them.

3. NOTICE TO OWNER OR MEMBER. Notice to any OWNER or MEMBER of a violation of any of these Restrictions and Covenants or any other notice herein required shall be in writing and shall be delivered or mailed to the OWNER or MEMBER at the address shown on the tax rolls of Highlands County, Florida, or to the address of the OWNER or MEMBER as shown on the deed as recorded in the Public Records of Highlands County, Florida, or to the last known address of the OWNER or MEMBER according to the records of the HOME OWNERS ASSOCIATION.

4. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns. The personal obligation of the then OWNER to pay such assessment, however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.


If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, and the HOME OWNERS ASSOCIATION or ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

5. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the SUBDIVIDED PROPERTY subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

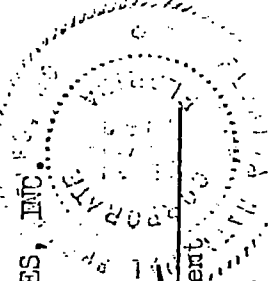
6. SEVERABILITY CLAUSE. Invalidation of any of these restrictions or covenants by a court of competent jurisdiction shall not affect any of the other restrictions and covenants, which shall remain in full force and effect.

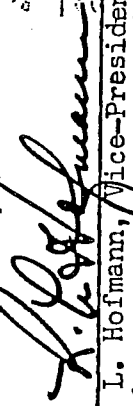
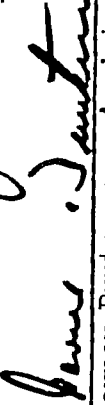
IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, authorized to do business in the State of Florida, hereby executes this Declaration of Restrictions and Covenants in its name, by its undersigned authorized officers and affixes its corporate seal hereto, this 2nd day of January, 1972, at Coral Springs, Florida.

Signed, sealed and delivered  
in the presence of.


FLORIDA NATIONAL PROPERTIES, INC.  
a Florida corporation




BY   
R. L. Hofmann, Vice-President,  
  
Werner Buntemeyer, Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

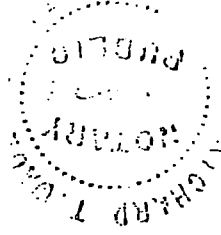
I HEREBY CERTIFY that on this 2nd day of January, 1972, before me personally appeared R. L. Hofmann and Werner Buntemeyer, respectively Vice-President and Assistant Secretary of FLORIDA NATIONAL PROPERTIES, INC., to me well known to be the persons described in and who executed the foregoing Declaration of Restrictions and Covenants, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein contained and they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Coral Springs, County of Broward and State of Florida, the day and year aforesaid.

  
Notary Public

My Commission Expires:

REGRACY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



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FILED AND RECORDED  
MAR 8 9 52 AM '72  
EARL RICH, CLERK  
HIGHLANDS COUNTY, FLA.

400-116

WITNESS my hand and official seal at Sebring, Highlands County,  
Florida this 28 day of February, 1997.

PREPARED BY AND RETURN TO:  
JOHN F. HOWARD, ATTORNEY  
20 Mini Ranch Road  
Sebring, FL 33870

*Jillie M. Norris*

Notary Public

Commission No. CC 383241

My commission expires: 6-15-1998