

DECLARATIONS OF RESTRICTIONS AND COVENANTS

This Declaration made this 9th day of June, 1987, by NEW PROPERTIES INC., a Florida corporation hereinafter called Developer.

W I T N E S S E T H:

WHEREAS, NEW PROPERTIES, INC., a Florida corporation having its principal place of business in Sebring, 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, NEW PROPERTIES, INC., declares that the SUBDIVIDED PROPERTY described in ARTICLE I is and shall be held, 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 all of SPRING LAKE VILLAGE VIII according to the plat thereof as recorded in Plat Book 11, Page 8, of the Public Records of Highlands County, Florida.
2. "DEVELOPER" shall mean and refer to NEW PROPERTIES, INC., a Florida corporation, its successors or assigns of any or all of its rights under this Declaration.
3. "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.
4. "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 DEVELOPER to HOME OWNERS ASSOCIATION of any Common Property which may be conveyed or assigned as herein provided.
5. "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 SUBDIVISION. 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.
6. "COMMON PROPERTY" shall mean and refer to such property which SUBDIVIDER may convey or assign to OWNERS ASSOCIATION or otherwise declare to be for the mutual enjoyment of all MEMBERS. Said COMMON PROPERTY will be located within or without the SUBDIVISION.

*Repared by: James Sebring, Jr. Atty.
339 S. Commerce Ave.
Sebring, Fla. 33870*

ARTICLE II

GENERAL RESTRICTIONS

1. **USE RESTRICTIONS.** The SUBDIVIDED PROPERTY may be used for single family dwelling, and for no other purposes. No business building 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 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 premises. Notwithstanding the provisions of this paragraph, the DEVELOPER 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 area of which does not comprise at least the number of square feet designated in this table).

BLOCK	LOTS	BUILDINGS:		MIN. SETBACK REQUIREMENTS	
		MINIMUM SQ. FOOTAGE	USE	EVEN # LOTS	FRONT ODD # LOTS
A	1-12	1200	R-1	25'	30'
	13-16	1300	R-1	25'	30'
B	1-3	1200	R-1	25'	30'
C	1-8	1400	R-1	25'	30'
D	1-7	1500	R-1	25'	30'
E	1-4	1700	R-1	25'	30'
	5-9	1600	R-1	25'	30'
F	1-25	1800	R-1	25'	30'
G	1-32	1600	R-1	25'	30'
H	1-2	1500	R-1	25'	30'
K	1-17	1500	R-1	25'	30'
	18-23	1400	R-1	25'	30'
L	1-14	1300	R-1	25'	30'
M	1	1300	R-1	25'	30'
N	1-7	1400	R-1	25'	30'

P	1-4	1600	R-1	25'	30'
Q	1-3	1800	R-1	25'	30'
R	1-7	1800	R-1	25'	30'
S	1-2 3-11	1600 1400	R-1 R-1	25' 25'	30' 30'
T	1-6 7-11 12-14	1300 1500 1300	R-1 R-1 R-1	25' 25' 25'	30' 30' 30'

*Corner lots of less than 100 feet front width shall have a minimum street side setback of 20 feet. Corner lots having 100 feet or more front width shall have a minimum street side setback of 25 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.

No building shall be erected over a height of 30 feet from ground level.

3. 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 DEVELOPER or ASSOCIATION.

4. FILLING IN. No lot or parcel shall be increased in size by filling in the water on which it abuts, and the canal and lake banks shall be maintained by OWNER as originally constructed.

Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the DEVELOPER or ASSOCIATION at the time plans for building are approved, and a copy of such plans, including the plot plan, or a record of the variance, will be kept on file by the DEVELOPER or ASSOCIATION to establish the setback lines as approved.

5. 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, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

6. ASSOCIATION. The DEVELOPER or ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is empowered to contract for the installation of a water plant and system, a gas system, a sewage disposal plant and system, storm sewers, gutters, curbs and sidewalks for the SUBDIVISION. Each OWNER shall be liable for and shall promptly pay to the DEVELOPER or ASSOCIATION, a prorata share of the cost of said water plant and 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 SUBDIVISION in proportion to its front footage, square footage, or by any other method as determined by the DEVELOPER or ASSOCIATION. The DEVELOPER or 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

SUBDIVISION. 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 within thirty (30) days 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 DEVELOPER or 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 plant and system, gas system, sewage disposal plant and system, storm sewers, gutters, curbs and sidewalks in the perpetuity subject to the utility franchise costs as imposed by the DEVELOPER or 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 DEVELOPER or ASSOCIATION for approval prior to commencement of construction. The rights and powers herein contained or any portions thereof may be assigned by DEVELOPER or ASSOCIATION to OWNERS ASSOCIATION or to any other person or entity in the sole and absolute discretion of said DEVELOPER or ASSOCIATION.

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

8. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits or docks 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 DEVELOPER or ASSOCIATION in writing before any construction has begun. Above ground pools shall not be permitted. 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 regulatory codes.

9. GARBAGE CONTAINERS, OIL AND GAS TANKS. All garbage and trash containers, oil tanks and bottled gas tanks must be underground, placed in walled-in areas, or screened from view so that they shall not be visible from any street or adjacent properties.

10. TRUCKS AND TRAILERS. No trucks or commercial vehicles 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 building on the property. No truck or commercial vehicle or mobile home or house trailer of any kind shall be permitted to be parked overnight.

11. LAWNS AND LANDSCAPING. For maintenance purpose, all lawns in front of any lot extend to the pavement line of the street. No gravel or blacktop or paved parking strips are to be allowed. No stone, gravel or concrete shall be used as a lawn. All driveways must be of pour concrete material.

12. 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 the DEVELOPER or ASSOCIATION. No wall or fence shall be constructed on any lot until the height,

type, design and location therefor shall have been approved in writing by the DEVELOPER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall be resolved by the DEVELOPER or ASSOCIATION, which decision shall be final.

13. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horses, 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 DEVELOPER or ASSOCIATION, which decision shall be final.

14. PETS. In order to maintain and protect the natural wildlife on or near the subdivision, all dogs and cats must be leashed, penned, and at no time allowed to run loose.

15. SEWER AND SEPTIC TANK OUTLETS. 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 DEVELOPER or ASSOCIATION for approval prior to commencement of construction.

16. IRRIGATION SYSTEMS. Water used for irrigation systems shall not be drawn directly from the lakes, canals, drainage easement and drilled wells must be maintained 20' from such areas.

17. INTERIOR LAKE AND CANAL USE. Fertilizers, chemicals or any contaminants of any kind or type known to diminish or impair the quality of water, must be used, stored, discarded or spread within 100' of any lakes, drainage areas, swales, or canals on the subdivided land.

The use of gasoline operated motors shall not be permitted in any way of the man-made interior lakes or canals.

In order to maintain a healthy, productive bass fish population in the man-made lakes and canals, the use of live bait from any other waters shall not be permitted.

Sea walls of any type shall not be constructed or permitted bordering the man-made lakes, canals or water drainage area except for those constructed by the DEVELOPER or ASSOCIATION in the maintenance of water levels.

18. DWELLING CONSTRUCTION. The roof elevation of all homes shall have a 5" rise per 12" of run with a minimum of 24" overhang. Flat deck or tar and gravel-type roofs shall not be permitted.

The exterior walls of all homes shall be covered with stucco, stone, brick veneers, or any approved masonry or concrete type material.

Log cabin, dome, manufactured, prefabricated type, or wood and aluminum sided homes shall not be permitted.

All homes shall have an attached two-car garage with a minimum width of 21'4" and any garage doors higher than 7' in height must not face the street or detract from or diminish the appearance or value of any adjoining home by its appearance.

Mill finished aluminum window frames and plywood soffit and fascia shall not be permitted.

19. 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 DEVELOPER or ASSOCIATION.

20. 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 DEVELOPER, 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 DEVELOPER 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 sides, front and rear lot lines in the aforesaid SUBDIVIDED PROPERTY, and the DEVELOPER 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.

21. 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 the OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the DEVELOPER 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 DEVELOPER or ASSOCIATION, and upon the OWNER's failure to make such corrections within thirty (30) days of written notice by the DEVELOPER or ASSOCIATION, the DEVELOPER 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 DEVELOPER or ASSOCIATION may require the OWNER to deposit with the DEVELOPER or ASSOCIATION the estimated costs thereof as determined by the DEVELOPER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the DEVELOPER or ASSOCIATION, then the payment requested shall be a lien on the land enforceable as hereinafter provided.

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

23. NON-LIABILITY OF DEVELOPER OR ASSOCIATION. The DEVELOPER 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.

ARTICLE III

PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE HOME OWNERS ASSOCIATION

1. PURPOSE. It is contemplated that at some future date, the DEVELOPER 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 DEVELOPER 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 DEVELOPER shall have the sole and absolute right to create the HOME OWNERS ASSOCIATION contemplated under this Article. There shall be no requirement that the DEVELOPER, shall create said HOME OWNERS ASSOCIATION, and in the event of said creation there shall be no requirement that the DEVELOPER 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 DEVELOPER 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 by additional Declaration, 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 this Declaration may, at the discretion of the DEVELOPER, 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 DEVELOPER 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 DEVELOPERS. 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) Ten 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 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 DEVELOPER, 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 DEVELOPER 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 DEVELOPER, 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 DEVELOPER 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 assessment 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 assessment 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 or 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 DEVELOPER and/or HOME OWNERS ASSOCIATION for a period of twenty-five (25) 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 (10) 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 DEVELOPER and/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 terms of said restrictions or covenants, and to prevent the violation of breach of any of them. In addition to the foregoing, the DEVELOPER 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 DEVELOPER 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 in 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.

DATED this 9th day of June, 1987.

Attest:

Susan E. Martin
Secretary

NEW PROPERTIES, INC.

SEAL
NOT SHOWN

By: Gerald W. Martin
GERALD W. MARTIN, President

SWORN TO AND SUBSCRIBED before me this 9th day of June, 1987.

Kathy S. Noale
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1990

(Affix Seal)

618282
FILED AND RECORDED
EARL RICH, CLERK
HIGHLANDS COUNTY
Jun 11 4 14 PM '87

10.00

**CERTIFICATE OF AMENDMENT OF
DECLARATIONS OF RESTRICTIONS AND COVENANTS
NEW PROPERTIES, INC., A FLORIDA CORPORATION**

BEFORE ME, the undersigned authority, on this day, personally appeared GERALD W. MARTIN and SUSAN E. MARTIN, each of whom, upon being by me first duly sworn, say:

That GERALD W. MARTIN is President and that SUSAN E. MARTIN is Secretary of New Properties, Inc., a Florida Corporation; that at the annual meeting of the members, officers and directors of New Properties, Inc., with all officers, members and directors present on July 30, 1987, by fifty-one percent of the vote of the membership of the Association, the following amendment to the Declarations of Restrictions and Covenants (which was recorded in Official Records Book 951, Pages 138 through 147 of the Public Records of Highlands County, Florida) was unanimously adopted:

17. INTERIOR LAKE AND CANAL USE. Fertilizers, chemicals or any contaminants of any kind or type known to diminish or impair the quality of water, must not be used, stored, discarded or spread within 100' of any lakes, drainage areas, swales, or canals on the subdivided land.

DATED at Sebring, Highlands County, Florida, this 19 day of August, 1987.

SEAL
NOT
SHOWN

NEW PROPERTIES, INC.
By: [Signature]
GERALD W. MARTIN, President

Attest: [Signature]
SUSAN E. MARTIN, Secretary

Witnesses:
[Signature]
Kathy S. Parker
[Signature]
Kathy S. Parker

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF HIGHLANDS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GERALD W. MARTIN and SUSAN E. MARTIN as President and Secretary respectively of New Properties,

Inc. and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1987.



Kathy S. Hoaker
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1990



Prepared by: James V. Lobo
329 South Commerce
Delray, FL 33470
(813) 385-3159

FILED & RECORDED
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HIGH COURT
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