

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
and EASEMENTS FOR  
THE PRESERVE AT SUN 'N LAKE**

THIS AMENDED AND RESTATED DECLARATION, made this 25th day of February, 2022, by THE PRESERVE OWNERS' ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

Statement of Facts:

- A. On or about August 3, 1995, SUN 'N LAKE, INC., a Delaware corporation, then the "Developer" recorded the Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve at Sun 'n Lake.
- B. Thereafter, the Association was formed on or about July 19, 1995 and the Developer rights were subsequently transferred to the Association pursuant to the Declaration.
- C. The Association is filing this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements to remove outdated portions of the Declaration and consolidate amendments in order to simplify the Association documents.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Association, for itself and its successors and assigns, and pursuant to Article VIII, Section 8.9(a) hereby (i) Amends and Restates the Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve at Sun 'N Lake (the "Restatement"), (ii) declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and regulations which shall run with the title to the Property, and the grantee of any deed conveying any portion of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations, and (iii) imposes the easements hereinafter referred to and described which shall be perpetual in duration.

ARTICLE I.  
DEFINITIONS

As used in this Declaration, the terms below shall have the following meanings:

- 1.1 "Articles" means the Articles of Incorporation of the Association.
- 1.2 "Association" means the entity known as The Preserve Owners' Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.
- 1.3 "Architectural Review Board" means a committee appointed by the Board to exercise the functions delegated to it in connection with review and approval of architectural plans for improvements on the Lots and as herein provided.

1.4 “Board” means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

1.5 “By-Laws” means the By-Laws of the Association.

1.6 “Common Areas” means those tracts, easements or areas of land as may from time to time be designated as such by the Developer pursuant to Section 8.12 hereof.

1.7 “Declaration” means the original Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve at Sun ‘N Lake, recorded at Official Records Book 1304, Page 200, Public Records of Highlands County, Florida, which is incorporated herein by reference.

1.8 “Developer” means Sun ‘N Lake, Inc., a Delaware corporation, and its successors and assigns, upon a specific designation to such successors or assignees of the rights of Developer under the Declaration in an instrument recorded in Public Records of Highlands County, Florida.

1.9 “Existing Restrictions” shall mean that Declaration of Restrictions dated October 12, 1971, and filed October 18, 1971, in Official Records Book 391, Pages 769-772, Public Records of Highlands County, Florida, as well as that Declaration of Restrictions dated May 1, 1990, and filed May 2, 1990, in Official Records Book 1108, Pages 1628-1648, both as thereafter modified.

1.10 “Institutional Mortgage” means any (i) commercial bank; (ii) savings bank; (iii) savings and loan association; (iv) life insurance company; (v) real estate investment trust; (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages; (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, FHA, VA, FNMA and GNMA; and (viii) any affiliate, subsidiary, successor or assignees of the foregoing, holding a mortgage on a Lot.

1.11 “Lots” means all lots within the Preserve, as shown and numbered on a recorded subdivision plat, and “Lot” shall mean and refer to any one of the “Lots” or an original Lot and a portion of a subdivided Lot.

1.12 “Owner” means the record owner of a Lot.

1.13 “Property” means the properties listed in Exhibit A to the Declaration, along with any property annexed thereto by amendment.

1.14 “Restatement” means this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, and all exhibits attached hereto, as the same may be amended from time to time. In the case of any conflict between the Declaration and the Restatement, the Restatement, along with any properly adopted amendments, will be controlling.

## ARTICLE II. LAND PLAN

Each of the lots shall be developed and used solely for single-family residential use in accordance with the Restatement. No business, commercial, religious, charitable or other enterprise of any kind shall

be maintained upon or in connection with the use of any Lot except with the approval of the Architectural Review Board. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. However, the Association shall have the right to maintain facilities on the Lots owned by the Association for sales and promotional purposes and for maintenance purposes.

ARTICLE III  
THE ASSOCIATION

3.1 General. The Association has been organized, among other things, to the extent set forth in the Declaration and Restatement, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of the Restatement, the Articles and the By-Laws.

3.2 Membership. Each and every Owner (including the Association when an Owner) of a Lot shall be a member of the Association.

3.3 Classes. Pursuant to the Declaration, Class B Membership has terminated. There remains only Class A Membership, which is defined as all Owners owning Lots. Class A membership shall be appurtenant to ownership of a Lot and shall not be separated from such ownership.

3.4 Voting Rights. Each Class A Member shall have full voting rights on all matters to come before the Association as provided in the Articles and By-Laws. Votes shall be based on a per Lots (or fraction thereof) basis and not on the number of Owners per Lot.

3.5 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality, and value of the Property, the Association shall have the right, after giving written notice and failure to cure the same as provided in this Section, to enter upon any Lot on which there exists a violation of a covenant or restriction set forth herein or rules and regulations adopted by the Board, to abate, remove, correct and cure such violation. During any such violation, the Association shall have the right, after giving such notice to the Owner of such Lot by delivery or by depositing the notice in the U.S. Mail, and failure by the Owner to abate, remove, correct and cure the violation within seven (7) days after the delivery or mailing of such notice, to repair and paint building exteriors and fixtures attached thereto; to mow, maintain and clean lawn areas; remove debris and inoperative vehicles and to abate any public or private nuisances. Pursuant to the Declaration, the Association owns a perpetual easement appurtenant to, over and across the Lots for ingress and egress to accomplish the foregoing and to preserve the beauty, quality and value of the Property. This Right to Maintain specifically includes the ability for the Association to remove any structure, improvement, fixture, or any other item placed on the Property without prior written approval of the ARB which the ARB, in its sole discretion, determines is in violation of the ARB process or the Declaration, after proper notice is given to an Owner as described herein. Any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained, and the Association shall have the right:

- a. To impose a lien on such Lot as provided in Section 7.11; and
- b. To enforce such liens as provided in Section 7.12.

ARTICLE IV.  
ARCHITECTURAL REVIEW BOARD

4.1 Architectural Review Board. The Board shall appoint the Architectural Review Board (the ARB) consisting of not less than three (3) nor more than seven (7) persons who need not be members of the Association. Members of the ARB shall serve at the pleasure and direction of the Board. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB, and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. The Board shall have the right to remove any member of the ARB. Any vacancy occurring on the ARB for any reason whatsoever may be filled by the Board. The ARB may designate a representative to act on behalf of the ARB, subject to the approval of the Board. No member of the ARB or any representative of the ARB shall be entitled to any compensation by the Association for services performed hereunder unless approved by the Board.

4.2 Powers and Duties of the ARB. Without the prior written approval of the ARB:

- a. No improvement or structure of any kind, including, without limitation, any building, paved area, wall, fence, swimming pool, screen enclosure, solar panels, play equipment or basketball unit, shall be erected, placed or maintained on any Lot;
- b. No landscaping or planting shall be commenced or maintained upon any Lot;
- c. No trees shall be cut or moved on any Lot; and
- d. No addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made on any Lot.

4.3 Plan Review. Following is the procedure for obtaining approval of the ARB:

- a. Two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review (the "Plans"), and no foundation shall be poured or construction or landscaping commenced without the prior approval of the ARB.
- b. Payment of a processing fee to the Association treasurer (\$250 for new construction, \$100 for changes to an existing residence).
- c. The Plans shall include, as appropriate, the proposed location, buffering, grade elevations, shape, dimensions, exterior color plans, and nature, type and color of exterior materials to be used. The ARB may also require the submission of additional information and samples of materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping, or alteration. The ARB shall have the right to refuse to approve the Plans which, in its sole discretion, are not suitable.
- d. The ARB shall evaluate all Plans utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping.

e. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot Owner. In the event the ARB fails to approve or disapprove in writing any Plans within ten (10) days after submission to the ARB of such Plans, processing fee, and all reasonably requested information and samples of materials related thereto, then the Plans shall be deemed to have been approved by the ARB. If any landscaping or the construction of any improvement or structure or any alteration thereof is commenced and completed without being approved by the ARB or in variance with approved Plans, then such construction or landscaping must be removed or changed to comply with the Plans for such construction or landscaping as approved by the ARB or the Owner of the affected Lot shall, within five (5) days of receipt of notice, apply to the ARB for approval by the ARB or for a modification of the approved Plans, as the case may be (“Remedial Application”). If an Owner so applied to the ARB, the ARB shall consider the Remedial Application within ten (10) days following receipt of the Remedial Application. If the ARB disapproves the Remedial Application within ten (10) days, the ARB shall provide the Owner with Plans that are acceptable to the ARB, and the Owner must immediately change such construction or landscaping to comply with such Plans or remove the construction or landscaping. The ARB may charge a Remedial Application fee not to exceed 50% of the original processing fee.

f. The Board shall promulgate such further rules, regulations and application forms as it deems necessary or desirable to carry out the purpose of this Article.

#### ARTICLE V.

##### ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ARB provided that any such accessory buildings are architecturally compatible in materials and design to the single-family dwelling and do not furnish residential accommodations for an additional family.

5.2 Building Restriction Lines. No dwelling shall be located nearer to the front Lot line, the side Lot line, or the rear Lot line than as permitted by the then rules and regulations of Highlands County, Florida.

5.3 Minimum Floor Space. Each single-story dwelling located on a Lot shall contain not less than 1,200 square feet (1,600 square feet in the case of Lots that abut a golf course or preservation area or buffer which abuts a golf course) of livable, enclosed floor area (exclusive of garages and open or screened porches, terraces or patios).

5.4 Garages. Unless otherwise specifically approved by the ARB, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have an enclosed garage for not less than two (2) cars. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration, and only then with the approval of the ARB.

5.5 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width with five (5) feet of flare at the point of connection to the adjacent roadway. All driveways shall be constructed with concrete unless otherwise specifically approved by the ARB. Any coating or paint applied to a driveway must be approved by the ARB.

5.6 Recreation Facilities.

a. All recreation facilities constructed or erected on a Lot, including, without limitation by specification, swimming pools and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses or any other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARB.

b. No lighting of a Recreation Facility shall, in any event, be permitted unless otherwise specifically approved by the ARB.

c. Lighting of a Recreation Facility shall in any event be designed so as to buffer the surrounding residences as reasonably practical from such lighting.

d. No basketball backboards can be attached to a dwelling or any structure connected to a dwelling.

5.7 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

5.8 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent their being viewable from any street.

5.9 Roofs and Solar Panels. All roof coverings shall be architectural dimensional shingles with a minimum weight per square of 225 pounds or tile, with the exception of patio roofs. Replacement of roofs will also be one of the above. The ARB must give approval to roof types and color on roofs and must specifically approve any exceptions, including in the case of any replacement roofs which differ in type or color from the original roof. Solar panels are permitted but must be approved through the ARB to insure proper permitting, licensing, and insurance by installer.

5.10 Mailboxes. All mailboxes, paperboxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall conform to a standard size, design and material designated by the ARB and shall be installed at a location approved by the ARB. In the event the United States Postal Service makes available the delivery service of mail to individual dwellings located on Lots, the ARB may require that all mailboxes, paperboxes or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ARB.

5.11 Antennae and Aerials - Satellite Dishes. In the event cable television is available to the Lots, no outdoor television antennae, aerials or satellite dishes shall be permitted on any Lot. All outdoor antennae, aerials or satellite dishes used for other than television reception or used for television reception during any period that cable television is not available to the Lots may be installed only after approval of the ARB. Every effort shall be made to install antennae, aerials or satellite dishes in good taste with maximum sheltering through location and vegetation.

5.12 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot except within an area which shall be adequately walled, fenced or landscaped to prevent the same from being visible at ground level from any street or adjoining Lot.

5.13 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

a. Directional or traffic signs may be installed by the appropriate governmental authority, or by the Board and entrance or other identification signs may be installed by or with the consent of the Board.

b. Association may display signs on any Lot owned by the Association.

c. One (1) "For Sale" sign not more than four (4) square feet (when measured on one side thereof) may be displayed on a Lot by the Owner or the agent for the Owner thereof.

d. A name plate and address plate in size and design approved by the ARB may be displayed.

5.14 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn, or any other such building, shall be placed on any Lot; provided, however, a temporary storage shed or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.

5.15 REMOVED.

5.16 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

5.17 Sales Office of Association. Notwithstanding anything in this Restatement to the contrary, Association and builders designated by Association may construct and maintain sales offices, together with signs relating thereto, on a Lot or Lots of its or their choosing until such time as any and all Lots owned by the Association (not constituting Common Areas) have been sold.

ARTICLE VI.  
USE RESTRICTIONS AND COVENANTS

6.1 Residential Use. The Lots shall be used solely for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business or commercial activity may be conducted on any Lot except for a sales and marketing program by Association and builders designated by Association.

6.2 Further Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots or portions thereof. In the event that a Lot is increased in size pursuant to the foregoing, the provisions of this Declaration shall apply thereto as a single Lot. In no event shall a subdivided Lot contain less area than the smallest Lot contained in the Property.

6.3 Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto and all landscaping thereon in a sightly manner.

6.4 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part between the street pavement and the front property line of a Lot.

6.5 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the ARB. Such containers shall be kept in a sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARB so as not to be visible from any street. Such containers may be placed on the Lot for pickup at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for the property; however, such containers shall be returned to and kept in the enclosed area promptly after pickup.

6.6 Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Owner's Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept on any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using the property adjacent to the Lot. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. Fireworks of any kind are not permitted and automatically deemed a nuisance. Owners of property determined by the Board's sole discretion to have used fireworks shall be responsible for all Association Fees related to cleaning or repairs, along with a special assessment of \$250 per daily occurrence, after proper notice as required herein. Pets which make noise sufficient to disturb other residents and/or Owners shall be deemed a nuisance. Owners of property determined by the Board's sole discretion to have permitted noise creating animals to disturb other residents and/or Owners shall be subject to a fine of \$50 per daily occurrence, after proper notice as required herein.



6.7 Commercial Vehicles. No commercial vehicle of any kind shall park or be parked at any time on a Lot or adjacent to a Lot unless such a vehicle is in a garage, present temporarily incident to a repair or improvement to the structure or Lot, or is a vehicle in the process of being loaded or unloaded.

6.8 Recreation Vehicles. No recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot or adjacent to a Lot unless such vehicle is in a garage or unless the Owner of such vehicle has obtained the approval of the ARB to park such vehicle on the Lot or adjacent to the Lot, provided that any such approval by the ARB shall be for a temporary period not to exceed forty-eight (48) hours annually. Maintenance or repair of any such vehicle shall not be permitted upon any Lot except within an enclosed garage.

6.9 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

6.10 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to any such vehicle which is kept within an enclosed garage.

## ARTICLE VII.

### ASSOCIATION EXPENSES, MAINTENANCE FEES AND LIENS

7.1 General. In order for the Association to cause the covenants contained in this Declaration to be fulfilled and to effectuate the provisions hereof in the manner contemplated by this Declaration, the Association will incur certain expenses, which expenses are referred to herein as the "Association Expenses".

7.2 Affirmative Covenant to Pay Association Expenses. Association Expenses shall be paid by the Association from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner thereof the affirmative covenant and obligation to pay his/her respective share of the Association Expenses, which covenant shall run with the land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his/her respective share of Association Expenses by non-use or abandonment of his Lot.

7.3 Annual Maintenance Fee. The Association shall assess each Owner for his respective share of Association Expenses by Annual Maintenance Fees determined and payable in the manner provided in Sections 7.5 and 7.6 of this Declaration.

7.4 Interest of Owners. No Owners shall have, during the term of the existence of the Association, any interest, right or claim to any of the funds of the Association or funds received or held by the Association under or pursuant to any Annual Maintenance Fees or otherwise.

7.5 Annual Maintenance Fee Until Termination of Class B Membership. NO LONGER APPLICABLE - CLASS B MEMBERSHIP TERMINATED.

7.6 Annual Maintenance Fee Commencing After Termination of Class B Membership. For each and every fiscal year of the Association, Annual Maintenance Fees for Association Expenses shall be determined in the manner set forth in this Section 7.6. The total anticipated expenses for each fiscal year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board (the "Budget") no later than one month preceding the fiscal year for which the Budget is adopted. The Association Expenses set forth in the Budget are hereafter referred to as the "Aggregate Annual Maintenance Fee". The Aggregate Annual Maintenance Fee shall be divided equally among the Lots. The Annual Maintenance Fee allocated to each Lot as aforescribed shall be due and payable by the Owner thereof or, if more than one Owner, the Owners, jointly and severally, of each such Lot in a single annual installment, in advance, commencing on the first day of the fiscal year of the Association. Any Annual Maintenance Fees which shall not be paid within thirty (30) days after same become due and payable shall be considered delinquent and shall thereafter bear interest at the rate as provided in Section 7.11 and/or a late fee as determined by the Board. Upon written request, the Association shall mail to any Owner a copy of the Budget specifically indicating the total Association Expenses anticipated for the current and/or forthcoming fiscal year and the Annual Maintenance Fee for such year upon each Lot. In the Board's sole discretion, the Annual Maintenance Fee can be billed at a minimal fifty dollars (\$50.00) per Lot.

7.7 Special Assessments. In addition to the Annual Maintenance Fee authorized above, the Association may levy against the Owners of Lots in the Property, in any maintenance year, a Special Assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget; or (2) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; or (3) for the purposes deemed appropriate by the Association, provided that any assessment pursuant to this item (3) shall have the assent of a majority of the total votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of said Special Assessment shall be as provided by the resolution adopting such Special Assessment. A Special Assessment may also be levied against any Owner or Owner(s) by the Association for violations or damages as provided in the Declaration, the Articles and By-Laws, and any such Special Assessments shall be due and payable when levied by the Association.

7.8 Meeting to Adopt Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.7 shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners and of proxies entitled to cast thirty-three percent (33%) of the total votes of Owners shall constitute a quorum and if a quorum is not present, another shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding anything in the foregoing to the contrary, no meeting shall be required to levy Special Assessments for violations or damages as provided in Section 7.7.

7.9 Uniform Maintenance Fees and Special Assessments. Each Lot shall share equally in all Annual Maintenance Fees and Special Assessments except as provided in Sections 7.5, 7.6 and 7.7 of this Declaration.

7.10 Certificate of Payment. The Association shall furnish to any Owner, upon written request, a certificate in writing setting forth the remaining unpaid balance, if any, of any outstanding Annual Maintenance Fee or Special Assessment, if any, assessed upon the Lot of such Owner and stating whether such Owner has failed to pay when due any such Annual Maintenance Fee or installment thereof or any such Special Assessment. The Association may charge a reasonable fee for providing the certificate.

7.11 Lien and Personal Obligation. Upon the assessment on a Lot of an Annual Maintenance Fee or Special Assessment determined in the manner set forth in this Declaration, such Annual Maintenance Fee or Special Assessment, together with interest thereon from the time the same becomes delinquent, at the highest contract rate permitted by law, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels (the "Total Assessments"), shall be, and are hereby declared to be, a charge and continuing lien on such Lot; provided, however, such lien shall be effective only from and after the time of recording among the Public Records of Highlands County, Florida, of a claim of lien by the Association setting forth the amount of such lien as of the date of execution of such claim of lien and further provided that such lien shall be subject to the provisions of Section 7.13 hereof. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a satisfaction of lien in form for recording.

The Total Assessment shall also be the personal obligation of the person who is the Owner of the Lot at the time the Annual Maintenance Fee and Special Assessment fell due. Subject to the protection given Institutional Mortgages in Section 7.13, the personal obligation for the Total Assessment shall pass to and be assumed by the successors-in-title of such Owner.

7.12 Remedies. In the event any Owner fails to pay any Annual Maintenance Fee or Special Assessment within thirty (30) days after the same becomes due and payable (whereupon the same shall be deemed delinquent), then the Board shall have the right to elect on behalf of the Association some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one such remedies shall not be deemed to be a waiver of any other such remedies:

a. Acceleration. To accelerate the entire amount of any Annual Maintenance Fee and/or Special Assessment allocable to the Lot for the remainder of the fiscal year notwithstanding provisions for the payment thereof in installments;

b. Foreclosure. To file at any time after the effective date of a lien arising under Section 7.11, an action to foreclose such lien in like manner as a foreclosure of a mortgage on real property; and

c. Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law against the Owner to collect such unpaid Annual Maintenance Fee or Special Assessment, plus interest thereon at the highest contract rate permitted by law, and costs of collection, including court costs and reasonable attorney's fees at trial and appellate levels.

7.13 Institutional Mortgages. The lien for Annual Maintenance Fees and Special Assessments provided for in this Declaration shall be subordinate to the lien of any mortgage on a Lot held by an Institutional Mortgagee that is recorded among the Public Records of Highlands County, Florida, prior to the recording of the claim of lien for an Annual Maintenance Fee and/or Special Assessment.

7.14 Exempt Property. The following property subject to this Declaration shall be exempted from the Annual Maintenance Fees and Special Assessments created herein: (a) any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use; and (b) all Common Areas as defined in Section 1.6 hereof.

ARTICLE VIII.  
GENERAL PROVISIONS

8.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Restatement.

8.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants as set forth in Sections 5.2, 5.3, 5.4 and 5.5, the Board may, and shall have the right at any time to, release such Lot from such Section or Sections as are violated; provided, however, that the Board shall release a violation or violations of such Section or Sections except as to violations that the party releasing the same shall determine to be minor.

8.3 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Restatement, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be binding on all parties thereto.

8.4 Enforcement. The covenants contained in this Restatement may be enforced by the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The Association shall have the right but not the duty to enforce the covenants in this Restatement and any acceptance of a deed to a Lot each Owner waives any claim whatsoever against the Association with respect to the enforcement of this Restatement.

8.5 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Restatement to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.6 Notice to Association. Any notice or other communication required or permitted to be given or delivered under this Restatement to the Association or the ARB shall be deemed properly given

and delivered upon the mailing thereof by Certified United States mail, postage prepaid, to the Board or the ARB at P.O. Box 7121, Sebring, Florida 33870, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 8.5.

8.7 Captions. Captions inserted throughout this Restatement are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Restatement.

8.8 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

8.9 Amendment of Restrictions. These covenants and restrictions may be amended by an affirmative vote of a majority of the Lots entitled to vote. The Amendment shall become effective upon its recording in the Public Records of Highlands County, together with a certificate that it has been properly adopted.

8.10 FHA/VA Approval. NO LONGER APPLICABLE - DEVELOPER RIGHTS ENDED.

8.11 Severability. In the event any one of the provisions of this Restatement shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Restatement or a reduction in the terms of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

8.12 Annexation. Additional residential property and/or common areas may be annexed to the Property with the consent of a majority of the Lots entitled to vote.

8.13 Term. This Restatement and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Property and inure to the benefit of the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Restatement shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety (90) year time or to each ten (10) year extension, there is recorded in the Public Records of Highlands County, Florida, an instrument agreeing to terminate this Restatement signed by two-thirds (2/3) of all Institutional Mortgagees and two-thirds (2/3) of the Owners, upon which event this Restatement shall be terminated upon the expiration of the ninety (90) year term or the ten (10) year extension during which such instrument was recorded, as the case may be.

ARTICLE IX.  
EXISTING RESTRICTIONS

9.1 The Preserve at Sun ‘N Lake, along with certain other property, was previously subjected to the Existing Restrictions by Highlands County Title and Guaranty Land Company and Highlands Communities, Incorporated.

9.2 This Restatement shall not apply in the case of any property subject to the Existing Restrictions, other than The Preserve, unless the property is hereafter annexed hereto in accordance with Paragraph 8.12 hereof.

9.3 This Restatement shall be deemed to be in addition to the Existing Restrictions in the case of The Preserve, and in the event of any conflict between the provisions hereof and the Existing Restrictions, the more restrictive shall apply.

9.4 It is the intention of the Association that in the case of The Preserve, any approval or other decision of the ARB shall constitute the approval or decision of the Architectural Committee as provided for in the Existing Restrictions.