

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
DEEANN LAKEFRONT ESTATES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 12th day of December, 1989, by DEEANN ESTATES, INC., a Florida corporation, hereinafter called the "Developer" and by DEEANN LAKEFRONT ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Schedule A to this Declaration; and the Developer desires to create thereon a planned community of dwelling units; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, Developer has incorporated under the laws of the State of Florida the DEEANN LAKEFRONT ESTATES HOMEOWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer hereby declares that the real property described in Schedule A is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each unit owner.

ARTICLE I  
DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Association.

2. "Association" shall mean and refer to the DEEANN LAKEFRONT ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

3. "Association Expenses" shall mean the expenses payable by owners to the Association as shall be set forth in this Declaration.

4. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.

5. "Board" shall mean the Board of Directors of the Association.

6. "Common Area" shall mean those areas of real property described on Schedule B hereto, together with all improvements thereto, which are devoted to the common use and enjoyment of the members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property".

7. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in this document and as may be amended from time to time.

8. "Developer" shall mean and refer to DEEANN ESTATES, INC., a Florida corporation, its successors and assigns.

9. "Institutional Mortgagee" shall mean any lending institution holding a construction mortgage lien on any portion of the general plan of development or having a first lien on a unit, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, a federal or state credit union, or any mortgage banking company authorized to do business in the State of Florida.

10. "Occupant" shall mean the occupant of a unit who shall be the owner, the lessee, or their respective guest.

11. "Owner" shall mean the fee simple title holder of any unit whether one or more persons or entities.

12. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Schedule A attached hereto and made a part hereof.

13. "Rules and Regulations" shall mean the rules, regulations, and policies which may be adopted by the Board from time to time by resolution duly made and carried.

14. "Unit" shall mean the structure and underlying real property, which are owned in fee simple; and which is located in a structure containing separate units. Each unit is designed and intended for use and occupancy solely as a single family residence.

15. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the directors to the Board of Directors of the Association (and conveys legal title to the common area to the Association.) The transfer date shall occur 120 days after the Developer has closed the sale of 100% of the units at DEEANN LAKEFRONT ESTATES. Provided however that the Developer retains the

right to transfer the legal title to the common area to the Association or to relinquish the right to appoint a majority of the Board of Directors of the Association at any earlier date than the above.

16. The use of gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the use of the singular.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

1. The owner of the fee simple title of record of each unit shall be a mandatory member of the Association.

2. Each unit owner shall become a member of the Association upon acceptance of the warranty deed to his unit. As a member of the Association, the owner shall be governed by the Articles of Incorporation and the By-Laws of the Association; and shall be entitled to one (1) vote for each unit owned. Provided, however, the Developer shall retain the right to appoint a majority of the directors to the Board of Directors of the Association until the Transfer Date.

## ARTICLE III

### USE OF PROPERTY

1. The units shall be used solely as single family residences. Nothing herein shall be deemed to prevent an owner from leasing a unit for residential purposes as allowed by existing governmental regulations, subject to all of the terms, conditions and covenants contained in this Declaration.

2. The unit owner shall not permit any nuisance to exist upon his property so as to be detrimental to any other property or to its owners.

3. The unit shall not be further subdivided or separated by the owner; and no portion less than all of any such units, nor any easement or other interest granted herein, shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes, and other similar corrective instruments.

4. The unit shall not be used in any trade, business, professional or commercial capacity, except that the unit may be leased for residential purposes. Nothing contained herein shall prohibit the Developer from the operation of a sales model and office by the Developer until all of the units in DEEANN LAKEFRONT ESTATES have been sold.

5. A unit owner shall keep no animal in his unit except if a unit owner owns a small dog or cat (less than 20 pounds) at the time of a unit's original purchase from the Developer then the unit owner may keep said pet provided said pet is not a nuisance to others and further provided that upon the death of said pet it may not be replaced.

6. No motorcycles, all terrain vehicle, moped, trucks (exceeding 3/4 ton in weight), trailer, boat, commercial van, camper, motorhome, bus, commercial, or other

similar vehicle shall be permitted within the confines of DEEANN LAKEFRONT ESTATES, except for trucks delivering goods or furnishing services, and except upon such portions of DEEANN LAKEFRONT ESTATES as the Board may, in its sole discretion allow and except that a boat, boat trailer, motorhome or camper may be permitted within the Property for a period of one week provided that after said week the boat, boat trailer, motorhome or camper must be removed from the Property for a period of at least forty-eight hours. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs to be borne by the vehicle owner or violator.

7. The exterior walls, roof, mansard siding, and courtyard fencing shall not be painted, stained, decorated, pressured cleaned or modified by any owner in any manner without the prior written consent of the Association, which consent may be withheld on solely aesthetic grounds within the sole discretion of the Board.

8. The unit owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an owner in violation of the rules and regulations written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation.

9. Should the Association be required to seek enforcement of any provision of the Declaration or the rules and regulations for DEEANN LAKEFRONT ESTATES HOMEOWNERS ASSOCIATION, INC., then and in that event, the offending unit owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys fees whether incurred in trial or appellate proceedings or otherwise.

10. All units shall have window coverings which shall when viewed from outside the unit shall be white in appearance.

#### ARTICLE IV EASEMENTS

1. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the unit owners, their families, guests, and lessees upon, over, and across the sidewalks, stairways, walkways, and rights-of-way and other common areas of DEEANN LAKEFRONT ESTATES.

2. The Developer hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing DEEANN LAKEFRONT ESTATES upon, over, across, through, and under the common areas for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the units, providing such company restores any disturbed area to the condition existing prior to their activity. Provided, however, that no utility service line or system may be installed or relocated within the common areas without the consent of the Association.

3. The Developer hereby grants an easement for encroachment in the event any improvements upon the common areas now or hereafter encroaches upon a unit, or in the event that any unit now or hereafter encroaches upon the common area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements.

ARTICLE V  
UTILITY EASEMENTS

1. Each unit owner grants to all other owners owning a unit in the same building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath, within or above the unit.

2. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located beneath or within the unit building shall be shared equally by each of the unit owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a unit owner, any expenses arising therefrom shall be borne solely by such wrongdoer. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the common areas shall be borne by the Association.

ARTICLE VI  
COMMON WALLS AND ROOFS

1. The units comprising each building are residential units with common walls, known as "party walls", between each unit that adjoins another unit. The center line of a party wall is the common boundary of the adjoining unit.

2. Each common wall in a unit shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. In addition since the buildings are two stories high then each has a common wall which separates the units vertically. This dividing wall shall be included within the definition of party wall or common wall as used herein. The term "use" shall and does include normal interior usage such as paneling, carpeting, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alterations which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

3. The entire roof of the unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof

covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing".

4. If a unit is damaged through an act of God or other casualty, the affected unit owner shall promptly have his unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the unit building. The Association shall have the right to specially assess all of the unit owners if insurance proceeds are insufficient to repair or rebuild the affected units in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

5. The cost of maintaining each side of a party wall shall be borne by the unit owner using said side, except as otherwise provided therein.

6. No unit owner shall authorize the painting, refurbishing or modification of the exterior surface of his unit or of the unit building. Normal maintenance of the exterior surfaces, such as pressured cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire unit building by the Association and as an Association expense. Normal maintenance of the common roof, such as cleaning, refinishing or recovering, shall be done uniformly at the same time for the entire common roof by the Association as an Association expense.

#### ARTICLE VII

##### MAINTENANCE OF EXTERIOR OF THE UNIT

1. The Association shall at all times be responsible for the maintenance and care of the exterior surfaces of the units. The term exterior of the unit shall include, but not be limited to, the exterior walls, courtyard fences, exterior lights, excluding patio lights, and sliding glass doors. The Association shall not be responsible for the repair or replacement of any screens on any unit, nor shall the Association be responsible for the replacement of any glass. Repair and replacement of any screens or glass shall be the responsibility of a unit owner.

2. The assessment and collection of any special assessment required to maintain the exterior of the units by the Association in accordance with this paragraph shall be made pursuant to the assessment powers and lien rights of the Association for Association expenses, and shall be payable to the Association by the unit owners in the percentages hereafter set forth.

#### ARTICLE VIII

##### MAINTENANCE OF COMMON AREAS

The Association shall maintain the common areas as shown on Schedule B, which shall include, but not be limited to, all ground and landscaped areas, identification signage, dumpster screening, and mailbox structures. The cost to the Association of maintaining the common areas shall be assessed

among the unit owners in the percentages hereafter set forth, as part of the Association expenses pursuant to the provisions of this Declaration. The determination of any expenses shall not lie solely within an individual unit owner's discretion, but shall rest on the determination of the Board of Directors of the Association.

Without limiting the generality of the above, the Association shall operate and maintain the surface water management system for the properties. Notwithstanding any other provision herein, this provision as to maintenance of the surface water management system may not be amended without the prior approval of the Southwest Florida Water Management District or its successor in interest.

ARTICLE IX  
ARCHITECTURAL CONTROL

No residence, fence, wall or other structure shall be commenced, erected, or maintained upon the common area or unit property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location, and costs of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications are submitted to it, then approval shall be deemed granted and this article shall be deemed to have been fully complied with; provided the size and location of the residence, fence, wall or structure are not in violation of any other of the covenants and provisions of this Declaration. Further, the Board does not have the right to approve of plans that are in violation of any county ordinance and/or regulations and/or the Southern Standard Building Code. Further, should said municipalities, county, and/or the Southern Standard Building Code require as a condition precedent, approval of a municipality, county, and/or a regional commission, said shall be a condition precedent to submission to the Board.

ARTICLE X  
ASSOCIATION EXPENSES, METHOD OF DETERMINING  
ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

1. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the common area, inclusive of the surface water management system, shall be Association expenses. Common area expenses and said utility expenses shall be payable to the Association by all unit owners in those percentages set forth on Schedule C hereto provided that no assessment shall be due from a unit owner until a Certificate of Occupancy has been issued for his unit.

2. To defray the Association expenses, there is hereby imposed upon each unit and its owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend, the Association's expenses and those expenses hereinafter set forth.

A. Taxes: All taxes levied or assessed upon the common areas, by any and all taxing authorities, including all taxes, charges as assessments, imposition and liens for public improvements, special charges and assessments; and, in general all taxes on personal property and improvements which are now and which hereinafter may be placed in the common area, including any interest penalties and other charges which may accrue on such taxes.

B. Utility charges: All charges levied for utility services to the common areas, whether supplied by a private or public firm including without limitation all charges for water, gas electricity, telephone, sewer and any other type of utility or service charge.

C. Insurance: The premiums on any policy or policies of insurance required under Article XI hereof, together with the costs of such other policies of insurance, as the Board, with the consent of the unit owners at any meeting thereof, shall determine to be in the best interest of the Association, provided however, that fire and extended coverage on common areas shall be maintained on a current replacement cost basis in an amount not less than 100% of the insurable value based on a current replacement cost.

D. Reconstruction of buildings and improvements: All sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the common areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be an Association expense for which the Association shall levy a special assessment against all owners, if any, to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

E. Maintenance, repair and replacement. All expenses necessary to (a) maintain and preserve the exterior of the unit buildings (including roofs, landscaping and exterior walls, but excluding glass and screens) and common areas, and public road rights of way abutting the common areas, inclusive of the easement extending from U.S. Highway 27 to the property, including such expenses as grass cutting, trimming, sprinkling and the like, and (b) keep, maintain, repair and replace any and all building improvements, fixtures and equipment upon such areas in a manner consistent with the structure and improvements contained therein, the covenants, restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and city governments having jurisdiction thereof, as well as the Statutes and laws of the State of Florida and the United States. In order to accomplish the above, the Association may maintain a reserve from year to year which the Board, in its discretion, deems appropriate.

F. Optional expenses. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations



and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collecting sums owed by a particular unit. In addition, the Association may retain a managing company or contractors to assist in the operation of DEEANN LAKEFRONT ESTATES and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

G. Indemnification. The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the common areas, if any, from and against all costs, counsel fees, expenses, liabilities, occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur and bring suit for the purposes of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in the Declaration to be kept and performed by the Association and/or the owners, including the payment of Association expenses.

Further, the cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations, and functions hereunder shall be an Association Expense. Nothing in the provision of this subparagraph shall require any institutional mortgagee to pay any Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the owners other than the institutional mortgagees.

H. Special assessments. Any special assessment that shall be levied to defray such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the By-Laws.

3. Method of Determining Assessments. The "assessments" (as hereinafter defined) for the Association expenses shall be levied and paid for as follows:

A. It is hereby declared and all owners and the Association agree that the Association expenses shall be paid by the Association out of funds assessed and collected from and paid by all unit owners (except as set forth in Article X 1).

B. As provided in the By-Laws of the Association the Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate expenses of the Association as per those percentages set forth on Schedule C. hereto (except as set forth in Article X 1).

C. The assessments may be adjusted as necessary to allow for any change in the amount of Association expenses. The adjustment shall be made by use of those percentages set forth on Schedule C hereto (except as set forth in Article X 1).

D. The assessments shall be payable no less frequently than quarter-annually in advance on the first day of January, April, July and October, or otherwise as the Board may determine.

ARTICLE XI  
INSURANCE

1. Casualty. The Association shall maintain a master policy or policies (not including flood insurance) to insure all unit buildings and improvements on the real property. This coverage shall be in such amounts so that the insured will not be coinsurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. The coverages will EXCLUDE the following:

- (i) Foundation and Excavation Costs.
- (ii) Any increase in the value of a unit as a result of special improvements, alterations and betterments not common to comparable units.

B. The coverage will INCLUDE the following:

- (i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and
- (ii) Such other risks as from time to time shall be customarily covered in buildings similarly built, located and used such as insurance covering windstorm, vandalism and malicious mischief.

C. All such policies will name the Association individually and as trustee for unit owners covered by the policy without naming them, and Institutional Mortgagees who hold mortgages upon units covered by the policy (and the Developer until the Transfer Date) as the insured party.

2. Reconstruction and Repair after Casualty. Under ordinary circumstances units which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a unit should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct. The adjoining owners shall be bound by this determination.

3. Public Liability Coverage. The Association shall obtain Public Liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. All such policies will name the

Association (and the Developer until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board.

4. All insurance shall be issued by a company authorized to do business in the state of Florida.

5. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a unit or its appurtenances is misused or abandoned then the owner of such unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.

6. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee. The Trustee shall hold the proceeds for the benefit of the unit owners and their mortgagees in the following shares:

A. An undivided share for each unit owner, that share being the same as such unit owner's undivided share in the Association Expenses.

B. If a mortgagee endorsement of an insurance policy has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and such owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any unit shall be reconstructed or repaired, and unless provided by the terms of the mortgage no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the unit owner and the mortgagee.

7. This Article is additionally for the benefit of first mortgagees of units and may not be amended without the consent of all such mortgagees.

8. The Association is irrevocably appointed agent for each unit owner and for each mortgagee or other lienor of a unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

#### ARTICLE XIII

##### ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. All assessments for Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments") with interest thereon and costs of collection, including reasonable attorney's fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and continuing lien upon the unit against which such assessments are made. Each assessment against a unit, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the

personal obligation of the person, persons or entity owning the unit assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Highlands County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a unit as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such unit or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the said mortgage shall be deemed to be assessments collectable from all other units, as the necessity may arise in the discretion of the Board.

2. In the event any owner shall fail to pay assessments or any installment thereof charged to his unit within fifteen (15) days after the same becomes due, the Association through its Board shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of said owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said owner, together with interest at the highest rate allowable by law, and such advance may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

#### ARTICLE XIII

##### ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel

compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer, the Association, or any individual and the prevailing party in such enforcement action shall be entitled to all costs and reasonable attorney's fees at all trial and appellate levels.

ARTICLE XIV  
AMENDMENTS

1. Until the closing of the first conveyance of a unit by Developer to an owner, other than Developer, (Amendment Date), any amendment may be made by Developer with consent of any mortgagee who has advanced funds for construction or who is under contract to advance construction funds.

2. This Declaration may be amended only by consent of 75% of all unit owners. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.

3. Notwithstanding the foregoing, no amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the owner, the Developer or institutional mortgagee affected thereby.

4. Prior to the transfer date, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the owners or the Board; provided that such amendment does not materially, adversely affect an owner's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each owner, the Association and all institutional mortgagees as soon after recording thereof amongst the Public Records of Highlands County, Florida, as is practicable.

5. An amendment to the Declaration shall become effective upon the recordation amongst the Public Records of Highlands County, Florida.

ARTICLE XV  
CONVEYANCES AND LEASES

In order to assure a community of congenial residents and thus protect the value of the dwellings at DEEANN LAKEFRONT ESTATES, the sale or lease of units shall be subject to the following provisions:

1. A purchaser of a unit shall notify the Association in writing of his purchase and furnish with such notification a copy of the deed of conveyance.

2. An owner may lease his unit for periods which shall not be less than one month provided the Developer may lease his units for any period of time until fifty

percent (50%) of the units in the Development have been sold. Owner's lessee shall take possession subject to the Declaration and Rules and Regulations.

ARTICLE XVI  
TERMINATION

1. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all unit owners, and upon the affirmative written consent of all institutional mortgagees holding mortgages encumbering units.

2. If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every owner of a unit by acquiring title to his unit covenants and agrees, that the termination documents shall require:

A. That all units shall continue to be used solely as single family residences.

B. All common areas shall be owned and held in equal shares by the unit owners as tenants in common.

3. The unit owners and their grantees, successors, and assigns by acquiring title to a unit covenants and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from date of recordation of this Declaration.

ARTICLE XVII  
MISCELLANEOUS

1. The failure of the Developer, the Association, or any owner to object to an owner's or other person's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Articles and paragraph captions inserted throughout this Declaration 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 and provisions of this Declaration.

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

4. In the event any one of the provisions of this Declaration 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.

5. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the owners, institutional mortgagees and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of recording of this Declaration amongst the Public Records of Highlands County, Florida and thereafter until terminated as set forth in Article XVI above.

Notwithstanding such termination, owners shall continue to remain obligated to pay their prorata share of Association expenses in order to continually maintain the common area.

6. The Association may not convey, encumber, abandon, partition or subdivide any of the common areas without the approval of all institutional mortgagees. All first mortgagees, upon request, shall be entitled to written notification from the Association of (a) any default by an individual unit owner of any obligation hereunder not cured within sixty (60) days, (b) any condemnation loss or any casualty loss which affects a material portion of the development or any unit encumbered by such mortgages, and (c) cancellation or material modification of any insurance policy maintained by the Association.

7. The Association is required to make available to unit owners and to lenders, holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing DEEANN LAKEFRONT ESTATES or the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under other reasonable circumstances.

ARTICLE XVIII  
DOCK

The Developer may construct upon the Common Area one or more docks. If this dock(s) is constructed, then the Board may promulgate rules and regulations for its use (as it can for all properties within the Common Area) and the Board shall have the right to charge fees for boat slips at the dock(s).

ARTICLE XVIV  
BOAT AND TRAILER STORAGE

Until 60% of the units within the Property have been sold, the Developer in his absolute discretion shall have the right but not the obligation to designate any portion of the Common Area and any unsold lots as a storage area for boats and trailers subject to rules and regulations formulated by the Developer.

J. Francis Shul  
Witness

Robyn P. Dunnamco  
Witness

DEEANN ESTATES, INC.  
BY: Samuel O. Baird  
As its

Attest: Carol Ann Deil  
Secretary

DEEANN LAKEFRONT ESTATES  
HOMEOWNERS ASSOCIATION,  
INC.

J. Francis Shul  
Witness

Robyn P. Dunnamco  
Witness

BY: Samuel O. Baird  
As its

Attest: Carol Ann Deil  
Secretary

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Before me the undersigned authority personally appeared KENNETH D. BEIL, as President, and CAROL A. BEIL, as Secretary of DEEANN ESTATES, INC., known to me to be the persons who executed the foregoing instrument and who acknowledged that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of December, 1989.

Robyn P. Duran  
Notary Public  
My Commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 28, 1993.  
BONDED THRU ROTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Before me the undersigned authority personally appeared KENNETH D. BEIL, as President, and CAROL A. BEIL, as Secretary of DEEANN LAKEFRONT ESTATES HOMEOWNERS ASSOCIATION, INC., known to me to be the persons who executed the foregoing instrument and who acknowledged that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of December, 1989.

Robyn P. Duran  
Notary Public  
My Commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 28, 1993.  
BONDED THRU ROTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT PREPARED BY:

J. TIMOTHY SHEEHAN  
Attorney at Law  
P. O. Box 746  
Lake Placid, FL 33852



**SCHEDULE A**

DEEANN LAKEFRONT ESTATES as per the plat thereof recorded in Plat Book 15, page 53, of the Public Records of Highlands County, Florida.

**SCHEDULE B**

DEEANN LAKEFRONT ESTATES as per the plat thereof recorded in Plat Book 15, page 53, of the Public Records of Highlands County, Florida.

LESS AND EXCEPT:

All Lots and Units designated on said plat.

SCHEDULE C

ALL UNITS/LOTS within DEEANN LAKEFRONT ESTATES shall be equally assessed.

0693486  
18 DECEMBER 89 01:05 PM  
EARL RICH  
CLERK OF COURTS  
HIGHLANDS COUNTY  
RECORD VERIFIED  
981 J TIMOTHY SHEEHAN  
REC BY: JAMES LIPSCOMB

EARL RICH  
CLERK OF COURTS  
HIGHLANDS COUNTY  
RECORD VERIFIED  
12/18/89 02:21 PM  
CAROL SCHOTT 01 00010026 0074 CAT:011  
981 J TIMOTHY SHEEHAN  
BOOK & PAGE : 1090/17  
FIRST ENTRY : COMPANY ENTRY  
LAST ENTRY : COMPANY ENTRY  
050 REC FEE 1P 5.00  
055 MODERN 1P 1.00  
051 18 REC FEE 2+ 4.00 72.00  
056 18 MODERN 2+ .50 9.00  
00010026 TOTAL 87.00  
BY: *Kelly Blodgett* DEPUTY CLERK