

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PLACID LAKES AVIATION ESTATES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 15th day of March, 1986, by LAKE PLACID HOLDING CO., a Florida corporation, hereinafter called the "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A to this Declaration; and the Developer desires to create thereon a planned residential community with permanent parks, recreational areas, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, recreational areas, open spaces and for other common facilities; and, to this end, desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article III) 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 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; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, PLACID LAKES AVIATION ASSOCIATION, INC., for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to PLACID LAKES AVIATION ASSOCIATION, INC.

B. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article III, hereof.

C. "Common Properties" shall mean and refer to those areas of land shown as common properties on Exhibit B hereto or any supplement to said Exhibit.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, whether improved or not, with the exception of Common Properties as heretofore defined.

E. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence.

F. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit, but, notwithstanding any applicable theory concerning a mortgage encumbering any Lot or Living Unit, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

H. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Subparagraph A, hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration is situated in Highlands County, Florida, and is more particularly described in Exhibit A which is attached hereto, incorporated herein by reference, and made a part hereof.

ARTICLE III ADDITIONAL PROPERTY WHICH MAY BE SUBJECT TO THIS DECLARATION

Developer may subject additional properties or portions thereof to these restrictions, with such modifications or alterations thereof or additions thereto as the circumstances may require by appropriately recording supplements hereto. However, nothing contained herein shall be construed as requiring Developer to subject to these restrictions any property other than that described in Exhibit A, Developer hereby expressly reserving the right and option to subject the other property referred to in this Article to these restrictions, if and when Developer sees fit to do so; nor shall any property other than that described in Exhibit A be deemed subject to this Declaration or any of the conditions, covenants, restrictions, reservations and charges herein set forth, unless and until expressly subjected thereto.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership. Every Owner shall be a Member of the Association, provided that the Developer shall, in any event, be a Member of the Association so long as it has any voting rights under this Article.

B. Voting Rights. Until such time as the Developer has conveyed of record 75% of the total lots included in The Properties to others, the Developer shall have all of the voting rights of the Association; and the other Members and Owners shall not be entitled to notice of or to vote at any meeting of Members or to any other notice hereunder or to otherwise participate in any action taken under this Declaration. Upon Developer having so conveyed 75% of such lots, each lot, including those lots still owned by the Developer, shall be entitled to one vote per lot and be cast by the Owner thereof. In the event that the Owner of any lot is comprised of more than one person or entity, such person or entities shall determine as between themselves how the vote for such lot is to be voted but there shall never be any fraction voting with respect to any lot nor more than one vote per lot hereunder.

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

A. Members' Easements of Enjoyment. Subject to the provisions of these Articles, every Member shall have a

right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

B. Title to Common Properties. The Developer shall convey the legal title to the Common Properties on or before the date on which the Developer has conveyed of record 75% of the total lots included in The Properties, free and clear of all liens and encumbrances except real property taxes for the year in which the conveyance takes place and any easement granted by the the Developer pursuant to Subparagraph E of this Article and this Declaration and reservations of mineral rights, if any.

C. Use of Common Properties for Drainage. The Common Properties shall be used for drainage and the temporary retention of storm water run-off from The Properties and other contiguous property, as well as any other reasonable use determined by the Association. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might unreasonably impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

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

1) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

2) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

3) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

4) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

5) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Subparagraph C of this Article; and

6) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless agreed to by a majority vote of the membership.

E. Utility Easements. There is reserved unto the Developer until Developer has conveyed of record 75% of the lots in The Properties, the right to grant easements for the installation and maintenance of public utilities on the Common Properties in addition to those already reserved.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot and Living Unit owned by him within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties without limiting the generality of the above, the Association shall expressly have the right to expend these funds for the following purposes:

1. Caring for vacant, unimproved or unkept lots and plots, removing grass and weeds therefrom, and any other things necessary or desirable in the judgment of the Association to keep said property and the plats contiguous thereto neat and in good order;

2. Taxes and assessments, if any, which may be levied upon any common property.

3. Expenses, if any, incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration, and the collection of the charges or assessments provided for in this Article, including the expense incident to the examination and approval of plans and specifications as hereinbefore provided, and such supervision of construction as may be necessary to insure compliance with said plans and specifications, and including also the expenses and compensation of the Review Board appointed as hereinbefore provided;

4. Office expenses incident to the conduct of the business of the Association, and all licenses, franchise taxes or other taxes or assessments levied against the Association.

5. Maintenance of the common property and any improvements thereon and construction of improvements on common property deemed necessary by the membership of the Association.

C. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the Date of Commencement. The first annual assessments shall be levied for the balance of the calendar year in which it is imposed, and shall become due and payable on the Date of Commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment as set forth above as the number of months remaining in the year of the first annual assessment (from

and including the month of the Date of Commencement) bears to twelve.

The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessments at a time other than the beginning of any assessment period. The due date of any special assessment under Subparagraph D hereof shall be fixed in the resolution authorizing such assessment.

D. Special Assessment for Capital Improvements. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, 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 the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Quorum for Any Action Authorized Under Subparagraph D. The quorum required for any action authorized by Subparagraph D hereof shall be as follows: At the first meeting called, as provided in Subparagraph D hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Subparagraph D, and the required quorum at any such subsequent meeting shall be one-half of the required quorum (30%) at the preceding meeting.

F. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Establishment and Enforcement of Liens. 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 lot against which such assessments are made. Each assessment against a lot, 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 lot 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 lot 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 lot as are 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 owners, as the necessity may arise in the discretion of the Board.

In the event any owner shall fail to pay assessments or any installment thereof charged to his lot 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.

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

2) 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.

3) 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.

4) 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.

H. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

1) all Common Properties as defined in Article I, Subparagraph C hereof;

2) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

ENVIRONMENTAL CONTROL COMMITTEE

A. Review by Committee. No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon any portion of said property, or of any property at any time within the jurisdiction of the Association, unless a complete set of plans and specifications therefor, including the exterior color scheme together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Association and a copy of such plans as finally approved deposited for permanent record with the

Association. Such plans and specifications shall be submitted in writing by the Association and a copy of such plans as finally approved deposited for permanent record with the Association. Such plans and specifications shall be submitted in writing for approval, over the signature of the owner of the building site on a form satisfactory to the Association. The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Association with the grading plan, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matter or things which, in the reasonable judgment of the Association, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the structures erected on other building sites in the Properties. There shall be no A frames, loghomes and domed structures erected or constructed on The Properties. A purpose of this provision is to assure the construction of structures which, in the sole discretion of the Association, are consistent throughout the project.

B. The Association may, in its Bylaws or otherwise, provide for the appointment of three (3) persons to constitute an Environmental Control Committee whose duties shall be to assist the Association in all matters referred to in this Article VII and to perform such other functions as the Association may assign to such Environmental Control Committee from time to time. The members of such Environmental Control Committee need not be members of the Association. They shall hold office for such time as the Association by resolution may provide, and shall receive such compensation as the Association may from time to time determine.

C. The approval of the Association for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other building sites.

D. If after such plans and specifications have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the building site otherwise than as approved by the Association, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Association ever having been obtained as required by this Declaration.

E. Any agent or officer of the Association may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of the Association as to its maintenance or improvement in compliance with the provisions hereof; and the Association and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

F. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any lot or parcel of said property, and for the

purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized, permitted or to be approved by the Association, the records of the Secretary of the Association shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Association showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Association by the Secretary thereof, shall be prima facie evidence and shall justify and protect any title company or person certifying, guaranteeing or insuring said title, or any lien thereon and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Association. In any event after the expiration of three (3) years from the date of the issuance of a building permit by municipal or other governmental authority, for any structure, work, improvement or alteration said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Association of such noncompletion and/or noncompliance shall appear of record in the office of the County Recorder of Highlands County, or legal proceedings shall have been instituted to enforce completion and for compliance.

G. Variances. The Board of Directors of the Association or the Environmental Control Committee appointed by the Board, may approve variances to the requirements of Article IX relative to building setback requirements only, provided same will not violate any governmental ordinance unless a variance from the ordinance has been secured.

H. It is expressly recognized that enforcement of this Article shall be difficult due to the land area covered by the properties. For that reason, the Board of Directors shall have the power to fine an owner up to Fifty Dollars (\$50.00) per day for a violation of this Article.

In order to invoke this power to fine, the Board of Directors shall notify the owner in writing of his violation of this provision. The owner shall be served with this notice either by hand delivery or by registered or certified mail, return receipt requested. The notice shall specify the nature of the violation, the acts necessary to cure said violation, the date by which these acts must be performed, and the amount of daily fine which will be assessed against the owner if the violation continues beyond the date set forth within the notice. If the owner fails to comply with the provisions of the notice, then the fine shall commence as of the date set forth within the notice and shall constitute a lien against the property of the owner which can be impressed and enforced in the same manner as for Assessment Liens as set forth within Article VI above.

ARTICLE VIII EXTERIOR MAINTENANCE

A. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot or Living Unit which is subject to assessment under Article VI hereof, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such maintenance shall be performed pursuant to agreement with an Owner or upon determination by the Association that an Owner

has failed to maintain the exterior of his Lot or Living Unit in accordance with the general standards of The Properties, after reasonable notice to the Owner specifying such failure.

B. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article VI hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

C. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday and the Association shall not thereby be deemed guilty of trespass for such entry.

ARTICLE IX

WATER AND SEWER UTILITIES

A. Mandatory Connection. Developer and its wholly owned subsidiary Placid Lakes Utilities, Inc. (hereinafter referred to as "Utility"), and their respective successors and assigns, hereby declare that notwithstanding the prior construction of buildings on any of the Lots utilizing private wells for water service and septic tanks for sewage disposal, Developer, and all persons claiming by, through, and under Developer as owners of Lots shall, within not more than sixty (60) days after the water distribution mains and/or sewage collection lines become available to serve a particular Lot, be required to connect to and make use of the water and/or sewer services furnished by Utility and shall pay to Utility, in addition to the prescribed connection charges and monthly service charges then in effect under the rules, regulations and rate schedules of Utility, a main extension fee predicated upon a portion of the cost of installation of the utilities at the time the installation of distribution or collection lines passes the Lot. This fee shall be payable to the Developer and is declared to be partial consideration for the conveyance of said Lot. Developer shall then pay from said fee the required fee to Placid Lakes Utilities to allow hook up to the lines. Provided, however, that as to any Lot or Living Unit in the Premises which has been purchased from Developer pursuant to a contract which specifically includes a provision that the stated purchase price includes the installation of a water and/or sewer main to serve said Lot or Living Unit, no pro-rata line costs for such main line or lines shall be assessed against said Lot or Living Unit.

B. Prohibition of Individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot or Living Unit from such time when central water and/or sewer service or services are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

C. Enforcement. The extension of water and/or sewer lines by Utility into The Properties shall, as to each Lot or Living Unit and to the extent of the reasonable

pro-rata line costs referred to in Subparagraph A above, constitute and be deemed an improvement to each such Lot or Living Unit. In the event that Developer or owners of Lots or Living Units claiming by, through or under Developer, fail or refuse to connect to and utilize the water and/or sewer system of Utility, when same become available and make payment of the costs and/or charges as prescribed above, Utility or Developer may enforce the obligation to connect and to make such payment, together with all costs of enforcement and collection, including a reasonable attorney's fee. Utility shall, in addition to other remedies available to it as prescribed by Florida law, be entitled to have and enforce a mechanic's lien and give notice thereof among the Public Records of Highlands County.

ARTICLE X UNIFORM GENERAL REQUIREMENTS

A. Land Use and Building Type - Single Family Residential. This classification shall apply to all properties described in Exhibit C hereto. No lots shall be used except for residential purposes solely. No petroleum products shall be manufactured, stored (except incidental to household use by the householder) sold or dispensed on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single family dwelling not to exceed two stories and 35 feet in height and an attached enclosed hangar/garage. It is further provided that no hangar/garage may be constructed unless the single family residence is constructed at or before that time.

1) Ground Cover. Each lot shall be developed so as to have not less than fifteen percent (15%) of its area in grass, shrubs and/or other green landscaping.

2) Minimum Setbacks. All homes shall be set back a minimum of 25 feet from front property line and 10 feet on side lot lines, with a side setback on corner lots of 20 feet. All buildings, whether homes, or enclosed hangars must be a minimum of 50 feet from rear lot lines (airstrip).

3) Minimum Square Footage. All homes must have a minimum living area of 1500 square feet. The aforementioned square footage requirements are to be defined as square feet in living area, exclusive of enclosed hangars/garages, screen porches or patios.

4) At the time of construction of a single family residence there shall be constructed an enclosed hangar capable of sheltering all planes to be stored on the property and two automobiles. If living space is to be constructed as a second story above the hangar then said living space shall be fully and centrally air conditioned and shall consist of at least 2500 square feet of living space as defined above.

B. Land Use and Building Type - Commercial. This classification shall apply to all properties described in Exhibit D hereto. These lots may be used for any use allowed under Paragraph A above and can additionally be used for the storage, repair and refueling of aircraft and for uses necessary and incidental thereto but for no other purposes.

C. Right of Access. Right of access is hereby reserved to Developer for general improvements of any person's premises or premises of Developer but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.

D. Streets and Roads. Developer reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats hereinabove described, provided such change or replat shall not interfere with ingress or egress to the property of any lot not owned by Developer or alter the size of any lot not owned by Developer.

E. Nuisances. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. It is expressly forbidden for any mechanical work to be done on any automobile or other motorized vehicle or any form of aircraft except that a lot owner may perform routine maintenance (i.e. change battery) on an automobile or other motorized vehicle or any form of aircraft which he owns provided same is conducted within his hangar.

F. 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 household pets may be kept provided that they are not so kept as to become an annoyance or a nuisance to the neighborhood and provided that they are not kept, bred or maintained for commercial purposes, provided the Association shall have the right to enact reasonable regulations regarding them.

G. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash and garbage or other waste shall not be kept except in sanitary containers screened from view by a protective screening of trees, shrubbery, plants or vines or such permanent structures, as may be in keeping with the surrounding area. No garbage, trash or rubbish shall be burned upon any lot. No rubbish, trash or garbage may be placed in or dumped upon or into any waterway.

H. Sight Distances at Intersections. No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between 2 feet and 4 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, connecting them at points 25 feet from the intersection of the street property lines. No fence, wall, hedge or shrub shall exceed a height of 4 feet up to the property line and 2 feet from the property line to the street.

I. Boat, Trailer, Motor Home or Airplane. No boat, trailer, motor home or airplane or any form of aircraft shall be parked or stored on any lot except in an enclosed hangar/garage. As to the requirement of storage of aircraft within a hangar, the Board of Directors of the Association may grant, in its absolute discretion, relief from this provision for a short period of time based upon exceptional circumstances.

J. Tree Preservation. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Environmental Control Committee, unless located within ten feet (10') of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot without the consent of the Environmental Control Committee, until the owner shall be ready to begin construction.

K. Construction; Outbuildings. No mobile home or modular home shall be placed or erected on The Properties. No frame house shall be constructed unless it has a continuous steel reinforced concrete foundation and stem wall. There shall be no loghomes or domed structures. There shall be no outbuildings placed on The Properties. Outbuildings shall include storage sheds or barns. There shall be no clotheslines on the property.

L. Signs. No sign or advertisement of any kind shall be erected or maintained on The Properties. Notwithstanding the above, the Developer may erect and maintain on said Properties such signs and other advertising devices as it may deem necessary or proper in its absolute discretion in connection with the conduct of its operation for the development, improvement, subdivision and sale of said property. Further, a homeowner may have a small attractive sign on his lot advising solely of his name and residence address.

M. Antennas. All exterior radio or antennae installations inclusive of satellite dishes or any form of radio or television receptor must be approved in writing by the Environmental Control Committee. In the case of a satellite dish, the Environmental Control Committee shall not approve the installation thereof unless same is screened from public view by an appropriately aesthetic fence, wall or hedge.

ARTICLE XI COMMON AREAS

The Common Areas designated on Exhibit B hereto is, in fact, an airstrip and accompanying taxi ways. Notwithstanding the provisions herein, all owners of properties within that development known as Placid Lakes which consists of those properties described on Exhibit E hereto, and all invitees whether business or social of Lake Placid Holding Co., its heirs, successors and assigns, and all invitees whether business or social of all lot owners of properties within Exhibit A inclusive of commercial lot owners, shall have a right to use said common area for the purpose of landing, taking off and taxiing of aircraft together with a right to use any and all facilities offered by the owner or owners of those lots designated for commercial use herein and which are more particularly described on Exhibit E hereto provided that this provision shall not require the owner of a commercial lot to open his facilities for this use. The right of use of the above parties and the right of use of all lot owners within the property are subject to nondiscriminatory, reasonable rules and regulations promulgated by the Board of Directors of the Association which shall include the ability to charge fees for use of the common areas.

ARTICLE XII GENERAL PROVISIONS

A. Term, Amendment and Alteration. These covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten years unless at any time before the termination of each ten year period thereafter an instrument signed by the owner or owners, in fee simple, of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part, and specifying such change or changes. Such instrument shall become effective immediately upon recordation thereof in the public records of Highlands County, Florida.

B. Enforcement.

1) Violation of any of the conditions or restrictions herein contained shall give to Developer and/or the Association the right to enter upon the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Developer and/or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

2) The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Developer and/or by the Association. In any legal or equitable proceeding by Developer or the Association, or both, for the enforcement, or to restrain a violation of this Declaration or any provisions thereof, the losing party or parties shall

pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding, through all levels of trial and appeal. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Developer, or its successors or assigns in selling said real property, or any part thereof, shall be deemed to vest or reserve in Developer or the Association any right of reversion for breach of violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived by Developer.

3. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Developer, the Association, or the owner or owners of portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by Developer, or by the Association, or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

C. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. Right to Amend. Developer may, in its sole discretion, modify, amend, derogate, abrogate or add to these deed restrictions provided, however, that said modification or amendment shall be reasonable and consistent with the general development scheme and shall not affect the lien of any mortgage then encumbering lands within The Properties nor shall it affect the rights and powers of any such mortgage.

E. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

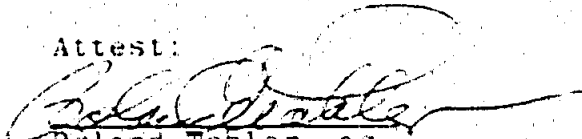
F. Assignment of Powers. Any or all of the rights and powers and reservations of Developer herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Developer hereunder pertaining to the particular rights and powers and reservations assigned; and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein.

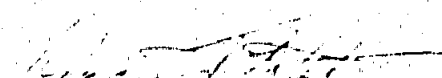
G. Release of Existing Restrictions. Developer, by the execution of this Declaration of Covenants and Restrictions, does hereby release and discharge the property described on Exhibit A hereto from any and all restrictive covenants or deed restrictions placed against the property by the Developer inclusive of those restrictions recorded at O.R. Book 387, Page 986, public records of Highlands County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands and seal by its duly authorized officers, on the day and year first above written.

LAKE PLACID HOLDING CO.

Attest:


Roland Tobler, as
it Secretary

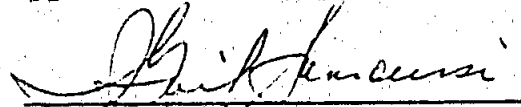
BY: 
August Tobler, as its
President

SEAL
NOT
SHOWN

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared AUGUST TOBLER and ROLAND TOBLER, as President and Secretary respectively of LAKE PLACID HOLDING CO., to me known to be persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March 1986.


Notary Public
State of Florida at Large
My Commission expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ON 03/31/89
BOYD COUNTY, FLORIDA

This instrument prepared by:
J. Timothy Sheehan
P.O. Box 746
Lake Placid, FL 33852

EXHIBIT A

Lots 1 through 82 inclusive and Tract A, PLACID LAKES, Section 19, as recorded in Plat Book 9, Page 14, public records of Highlands County, Florida.

EXHIBIT B

Tract A, PLACID LAKES, Section 19, as recorded in
Plat Book 9, Page 14, public records of Highlands County,
Florida.

EXHIBIT C

Lots 1 through 35 inclusive and Lots 48 through 82 inclusive, PLACID LAKES, Section 19, as recorded in Plat Book 9, Page 14, public records of Highlands County, Florida.

EXHIBIT D

Lots 36 through 47 inclusive, PLACID LAKES, Section 19, as recorded in Plat Book 9, Page 14, public records of Highlands County, Florida.

EXHIBIT E

PLACID LAKES, Section One as recorded in Plat Book 6, Page 4, public records of Highlands County, Florida.

PLACID LAKES, Section Two as recorded in Plat Book 6, Page 21, public records of Highlands County, Florida.

PLACID LAKES, Section Three as recorded in Plat Book 7, Page 63, public records of Highlands County, Florida.

PLACID LAKES, Section Four as recorded in Plat Book 7, Page 64, public records of Highlands County, Florida.

PLACID LAKES, Section Five as recorded in Plat Book 7, Page 65, public records of Highlands County, Florida.

PLACID LAKES, Section Six as recorded in Plat Book 7, Page 68, public records of Highlands County, Florida.

PLACID LAKES, Section Seven as recorded in Plat Book 7, Page 69, public records of Highlands County, Florida.

PLACID LAKES, Section Eight as recorded in Plat Book 7, Page 70, public records of Highlands County, Florida.

PLACID LAKES, Section Nine as recorded in Plat Book 8, Page 5, public records of Highlands County, Florida.

PLACID LAKES, Section Ten as recorded in Plat Book 8, Page 6, public records of Highlands County, Florida.

PLACID LAKES, Section Eleven as recorded in Plat Book 8, Page 7, public records of Highlands County, Florida.

PLACID LAKES, Section Twelve as recorded in Plat Book 8, Page 8, public records of Highlands County, Florida.

PLACID LAKES, Section Thirteen as recorded in Plat Book 8, Page 13, public records of Highlands County, Florida.

PLACID LAKES, Section Fourteen as recorded in Plat Book 8, Page 19, public records of Highlands County, Florida.

PLACID LAKES, Section Fifteen as recorded in Plat Book 8, Page 17, public records of Highlands County, Florida.

PLACID LAKES, Section Sixteen as recorded in Plat Book 8, Page 18, public records of Highlands County, Florida.

PLACID LAKES, Section Seventeen as recorded in Plat Book 8, Page 40, public records of Highlands County, Florida.

PLACID LAKES, Section Eighteen as recorded in Plat Book 8, Page 41, public records of Highlands County, Florida.

PLACID LAKES, Section Nineteen as recorded in Plat Book 9, Page 14, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty as recorded in Plat Book 9, Page 31, public records of Highlands County, Florida.

Tract B, PLACID LAKES, Section Twenty as recorded in Plat Book 10, Page 38, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty-One as recorded in Plat Book 10, Page 19, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty-Two as recorded in Plat Book 10, Page 20, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty-Three as recorded in Plat Book 10, Page 39, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty-Four as recorded in Plat Book 10, Page 40, public records of Highlands County, Florida.

PLACID LAKES, Section Twenty-Five as recorded in Plat Book 10, Page 29, public records of Highlands County, Florida.

TOGETHER WITH any and all revisions to the above.

FILED AND RECORDED
EARL RICH, CLERK
HIGHLANDS COUNTY
MAR 24 11 59 AM '06

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