

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION,  
INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made this 14<sup>th</sup> day of January, 2020 by COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association."

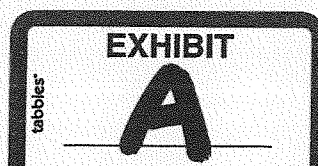
WITNESSETH:

WHEREAS, Declaration of Covenants and Restrictions were previously recorded in O. R. Book 1103, Page 731 of the Public Records of Highlands County, amended to incorporate Phase II and recorded in O. R. Book 1183, Page 1359 of the Public Records of Highlands County, and further amended to incorporate Phase III and recorded in O.R. Book 1230, Page 906 of the Public Records of Highlands County, Florida, and;

WHEREAS the Association desires: (i) to provide for the preservation of the values and amenities in the community and for the maintenance, repair, replacement and administration of the common areas; and (ii) to establish the persons entitled to the use of the common areas and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration of the common areas; and

WHEREAS, the Association is incorporated under the laws of the State of Florida as a not-for-profit corporation for the purpose of performing those functions are set forth herein.

NOW THEREFORE, the Association hereby declares that all of the property described in Exhibit "A" hereto, which includes Phase I, Phase II, and Phase III of COUNTRY CLUB VILLAS I OF SPRING LAKE, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants conditions and liens all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the community known as COUNTRY CLUB VILLAS, I OF SPRING LAKE. These amended and restated covenants and restrictions, conditions and liens shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of each owner thereof.



## ARTICLE I - DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Association.
2. "Association" shall mean and refer to the COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
3. "Association Expenses" shall mean the expenses incurred by the Association and 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. "Bylaws" shall mean and refer to the Bylaws of COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION, INC., and any amendments thereto as may be adopted from time to time pursuant to the terms of said Bylaws.
7. "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."
8. "Declaration" shall mean the Amended and Restated Covenants, and Conditions, restrictions, easements, and all other terms set forth in this document and as may be amended from time to time.
9. "Guest" shall mean any invitee of an owner who resides in a unit for not more than thirty (30) consecutive days, nor forty-five (45) days within a calendar year.
10. "Member" shall mean and refer to each owner who is a member of the Association.
11. "Occupant" shall mean the occupant of unit who shall be the owner, the lessee, or their respective guest.
12. "Owner" shall mean the fee simple title holder of any unit whether one or more persons or entities.
13. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit A attached hereto and made a part hereof.

14. "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.

15. "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.

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 PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

1. Existing Property: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described on Exhibit A, attached hereto.

2. Additions to Existing Property: Additional land may become subject hereto if the HOA brings same within the scheme of this Declaration in future stages of development; provided, however, that any such additions shall conform to the general development of the existing property, and the same shall become subject hereto upon the HOA recording a declaration describing such additional land and stating that the same shall be subject to this Declaration, referring therein to the book and page of the Public Records where this Declaration is recorded.

## ARTICLE III - 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. The Board of Directors of the HOA is granted the authority to purchase additional property, and said purchased property shall comply with the terms of this provision.

## ARTICLE IV - 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 to a single family, 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 an 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 as single-family residence.

5. Unit owners shall be permitted to keep no more than 2 household pets such as cats, dogs, or birds. No animals, livestock or poultry including without limitation horses or cattle shall be permitted. Pets shall not be allowed to run at large within the property. "At large" shall mean outside of the owner's unit. Any pet running at large within the property shall be considered a nuisance. Pets shall at all times be under the control of the owner or a custodian of the pet. "Under control" shall mean restrained by a leash, held in the arms, or caged. If a pet is outside of an owners unit, all pet feces shall be picked up and disposed of by pet owner at the owner's residence. The Board of Directors, may, from time to time, impose reasonable regulations specifying the number, type, size, or breed of animals that may be kept by any owner in all conditions and restrictions with respect thereto. No pet shall be permitted to be kept or maintained in any unit if it is determined by the Association to constitute a continuing nuisance or it unreasonably interferes with the health, safety or welfare of the other owners. The determination of what constitutes a nuisance or an unreasonable interference with the health, safety or welfare of the other owners shall be made by the Board of Directors and its decision shall be final.

6. No unit owner nor his guests, invitees, or lessees shall keep or park on the common elements any trailers, campers, boats, trucks, motor-bikes or motorcycles, or other similar vehicle, it being intended that the parking spaces provided on the common elements are for customary passenger vehicles which include non-commercial pickup trucks and SUV's. No owner or his guest may sleep or stay over-night in any permitted vehicle.

7. The exterior walls, roof, siding, and any fencing shall not be painted stained decorated, pressure 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. However, if said violation poses a health or medical hazard or nuisance, in such event twenty-four (24) hours' notice shall be deemed sufficient 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 COUNTRY CLUB VILLAS I OF SPRING LAKE, 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 attorney's fees whether incurred in trial or appellate proceedings or otherwise, including without limitation, collection efforts prior to litigation, and the same shall be and become a lien on the unit of the offending unit owner, enforceable at law or in equity.

10. Guests or invitees of unit owners or lessees may be permitted to use the common areas and facilities so long as such guest or invitees does not become a nuisance or burden on the use of the facilities. The Board has the right at any time to refuse use of the facilities to any guest or invitee. Any gatherings or use of the commons area or facilities involving more than 8 guests or invitees at one time is prohibited without prior written consent of the Property Manager.

#### ARTICLE V - RULES AND REGULATIONS

The use of any unit by the unit owner, or other occupant, shall be subject to all the terms of this Declaration, the by-laws of the Association, and the following specific rules and regulations:

1. The occupants and owners of each unit shall keep and obey all laws, rules and regulations of all governmental bodies, divisions or subdivisions, in so far as the same pertain to the control or use of such unit.

2. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any unit or in or on any part of the common elements, except by the permission of the Board, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

3. No unit owner or occupant may dispose of or keep refuse, trash or garbage in or on any exterior area of a unit or on the common elements, except in those receptacles provided unit owners as specified by the Board.

4. No signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any unit where the same may be viewed from the common elements except for signs of the Board and activities sanctioned by the Board, without prior written consent of the Board.

5. No bicycles, scooters or similar vehicles, toys or other personal articles shall be allowed to stand or remain in any common areas.



6. Antennas, satellite dish or any anchoring device is not be mounted on any roof. Dish can be mounted on the building wall (combination wall/fascia) or mounted on a metal pole. If mounted on a pole it must be no further from the building than three (3) feet. Pole height not to exceed four (4) feet tall. Pole mounted dish is not to be placed in front of a villa. Must get approval from property manager before you have a dish installed at your villa.

7. No owner shall use or permit to be brought into the dwelling units any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining specific written consent of the Board. The storage of propane tanks and lighter fluids is permitted only in or upon the lanais, and shall not be stored within the dwelling units.

8. Complaints regarding the management of the dwelling units and grounds or actions regarding to other owners shall be made in writing to the President or Board of Directors of the Association.

#### ARTICLE VI - EASEMENTS

1. The HOA hereby grants a perpetual nonexclusive easement to all utility or service companies servicing COUNTRY CLUB VILLAS I OF SPRING LAKE, 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 HOA 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.

2. The HOA 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, or due to settlement or movement or otherwise. The encroaching improvements shall remain un- disturbed as long as the encroachment exist. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements.

#### ARTICLE VII - 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 or within the unit.

2. Any expense caused by the necessary access of authorized personnel of the utility or service lines located beneath or within the unit building shall be shared 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 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 VIII - COMMON WALLS AND ROOFS

1. The units comprising the 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. 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 herein.

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 pressure 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 re-covering, shall be done uniformly at the same time for the entire common roof by the Association as an Association expense.

#### ARTICLE IX - MAINTENANCE OF EXTERIOR OF THE UNIT

1. The Association shall, at all times, be responsible for the maintenance and care of all exterior walls of the building to the inside of the structural support. The term exterior of the unit shall include the inside of either the concrete block, the precast wall panel, or the structural wood framing which ever applies to specific building. The individual owner of the unit is responsible from that surface on the inside. Party walls between two units are the shared responsibility of those two owners. If an exterior wall has plumbing or electrical wiring in them, the Association is responsible for the portion of those materials encapsulated inside an exterior wall. Light fixtures installed on the exterior of a villa will be maintained by the Association. If an owner changes the type fixture or adds additional fixtures, they are the responsibility of that unit's owner from then on.

The Association is responsible for exterior doors and exterior trim, excluding sliding glass doors. Windows, frames, screens and glass are the responsibility of the unit owner to maintain in their entirety. Any and all materials of any kind that have been added by a unit owner and "that was not installed by the contractor" at the time of the original construction, is the responsibility of the unit owner to maintain.

The Association is not responsible for Air Conditioning units, controls, related electrical devices or refrigerant lines.

When an owner encloses a lanai with materials other than the original aluminum framing and screen material, the lanai will be considered an interior room and all surfaces inside that lanai become the responsibility of the unit owner to maintain including the materials used to enclose it.

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 by the unit owners or the Board of Directors to the Association in percentages hereafter set forth.

3. Notwithstanding any other provision contained in this article, or in any provision of these Amended and Restated Covenants and Restrictions, the Owner of any unit who leases or rents said unit shall be solely liable for any damage caused to any portion of the unit interior or exterior by the Owner's lessee or tenant. The homeowners' association shall not be responsible or liable for repair for any portion of the unit interior or exterior of the building caused by a tenant or lessee of a unit owner.



## ARTICLE X - 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, fences, dumpster screening, and mailbox structures. The cost to the Association of maintaining the common areas shall be assessed among the unit owners in 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.

## ARTICLE XI - ARCHITECTURAL CONTROL

1. No residences, 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, locations, 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's Property Manager. In the event the property manager 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, wall or structure are not in violation of any other of the covenants and provisions of this Declaration. Further, the Property Manager does not have the right to approve 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. No fences shall be constructed upon the common ground by unit owner. If the property manager denies application as submitted herein, owner shall have the right to appeal the Property Manager's denial directly to the Board within thirty (30) calendar days from the date of the Property Manager's denial. The Board shall, within a reasonable time, set a special meeting solely for the purpose of addressing the owner's appeal. The Board shall by majority vote either (1) affirm the Property Manager's denial; (2) reverse the Property Manager's denial; and/or (3) place conditions on the reverse of the Property Manager's denial with conditions placed upon the improvements, proffering a modification of the application by Owner which would be acceptable to the Board.

2. Approval Requirements: Two complete sets of the plans must be submitted to the Property Manager. One set of plans, if approved by majority, will be signed by the Property Manager and returned to the member; one set will be permanently retained by the Association.

3. Maintenance: Such plans must also specify how and by whom such improvements, including landscaping, will be maintained.

4. Inspection of Work: Upon the completion of any work for which approved plans are required, the Owner applicant shall give written notice of completion of the work to the Property Manager. Within thirty (30) days after receipt of this notice, the Property Manager shall cause an inspection of the improvements to be made. If the inspection discloses that the work was not completed in substantial compliance with the approved plans, the Property Manager shall notify the owner in writing within twenty (20) days of such inspection detailing non-compliance. If the applicant does not hereafter remedy the non-compliance in a manner satisfactory to the Property Manager within thirty (30) days from the notice of non-compliance, then the Property Manager shall have the right through its agents and employees, to enter upon the premises and to repair, maintain and restore the premises. The cost of such exterior maintenance or restoration shall be a special assessment against the Unit and the Owner and shall be enforced as provided herein, the same as an unpaid assessment.

5. Each approved improvement shall be completed within six (6) months from the date of issuance of approval by the Property Manager. Failure of an Owner to complete within the time required, shall entitle the Association to a mandatory injunction issued by the Circuit Court in and for Highlands County, Florida, and an award of attorney's fees and costs associated therewith.

## ARTICLE XII - ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS AND MAINTENANCE OF EXTERIOR AREAS

1. 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.

2. Utility Charges: All charges levied for utility services to the common area including without limitation all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge and those charges described in #1 above to individual units, whether supplied by a private or public firm.

3. Insurance: The premiums on any policy or policies of insurance required under Article XIII hereof, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of all 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.

4. Reconstruction of Buildings and Improvements: All sums necessary to repair, 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 Board of Directors shall levy a special assessment against all owners, to obtain the funds necessary to pay for such repair sums within one hundred and twenty (120) days from the date such damage was incurred. The Board of Directors shall proceed so that repairs shall be completed within (1) year from the date of damage, if possible.

5. Maintenance, Repair and Replacement: All expenses necessary to (a) maintain and preserve the exterior of the unit buildings (including roofs, landscaping and exterior wall, but excluding glass and screens) and common areas, and public road rights of way abutting the common areas, 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 addition, there shall be a contingency funds for the purpose of maintaining and repairing and resurfacing all roads and parking areas. The monthly contribution to this fund shall be \$10.00 per unit per month for as long as the fund account balance is less than \$70,000.00. If it is determined by the Board that the contingency fund is insufficient for purposes of maintaining, repairing and resurfacing the roads and parking areas, the Board is hereby authorized to levy a special assessment on all unit owners to sufficiently fund the necessary work.

The contingency fund for painting and repairing vinyl shall be funded by a \$5.00 per unit per month contribution for as long as the fund account balance is less than \$50,000.00.

A minimum assessment of \$35.00 per unit per month shall be in effect at all times for the roofing fund, or until such time the Board deems the collected funds to be sufficient to expend for replacement of roofs.

6. 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 expended in providing services to collecting sums owed by a particular unit. In addition, the Association may retain a managing company or contractor to assist in the operation of COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION, 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.

7. Indemnification: Assessments shall also include 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. Any such Association expense shall be reallocated amongst the owners other than the institutional mortgagees.

8. 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 Bylaws.

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

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.

b. As provided in the Bylaws of the Association the Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate an equal share of the expenses of the Association to all units.

c. The assessments may be adjusted as necessary to allow for any changes in the amount of Association expense or revenue.

d. The assessments shall be payable monthly, or otherwise as the Board may determine.

### ARTICLE XIII - INSURANCE

1. Casualty: The Association shall maintain a master policy or policies to insure the building 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 coverage's at a reasonable cost.

a. The coverage will EXCLUDE the following:

1. Foundation and Excavation Costs.

2. 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 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, 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.

6. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgages 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 mortgages 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 mortgage 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 mortgage and such owner, as their interests may appear; however, no mortgage 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 mortgage 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 mortgage.

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

8. The Association is irrevocably appointed agent for each unit owner and for each mortgage 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.

9. Damage, Reconstruction Insurance: In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area, Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications, Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas and all premiums incurred in connection therewith shall be a Common Expense of all Owners.

The Association shall, at all times, maintain casualty insurance to provide for the reconstruction of the Dwellings and storage areas-after casualty as if common elements of condominium insured consistent with Section 718.111(11) of the Florida Statutes as amended from time to time. Each Owner shall, at all times, maintain for each Lot and Dwelling owned, at a minimum, insurance as if the Dwelling were a condominium unit insured pursuant to Section 718.111(11) of the Florida Statutes as amended from time to time and liability insurance coverage in such amounts as may be required by the Association from time to time and such additional insurance as the Owner may deem necessary or prudent. Upon request, Owner shall provide the

Association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may, after three (3) day written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as described in Section 4 of this article.

#### ARTICLE XIV - 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, including without limitation, pre-litigation collection efforts are hereby declared to be a charge and continuing lien upon the unit on 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 in 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 mortgage 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 foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectible 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, 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 the 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 XV - 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 Association, or any individual and should the party seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party.

#### ARTICLE XVI - AMENDMENTS

1. This Amended and Restated Declaration may be amended only by approval of 75% of all unit owners. These Amended and Restated Covenants shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or any member subject to this Declaration their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any amendments to these Amended and Restated Covenants and Restrictions shall become effective during the initial thirty (30) year term or any ten (10) year extension. The amendment shall become effective immediately upon recordation.

#### ARTICLE XVII - CONVEYANCES AND LEASES

In order to assure a community of congenial residents and thus protect the value of the dwellings and to further the continuous development of COUNTRY CLUB VILLAS I OF SPRING LAKE 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. Any and all lease agreements between an owner and a lessee of such owner's unit shall be in writing and must provide that the lessee shall be subject to all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state who will be responsible for the assessments as stated above, and it shall be the obligation of all unit owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises.

Unless provided to the contrary in a lease agreement, a unit owner, by leasing his unit, automatically delegates his right to use and enjoyment of the common area and facilities to his lessee; and in so doing, said unit owner relinquishes said rights during the term of the lease agreement.

#### ARTICLE XVIII – MISCELLANEOUS

1. The failure of 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.

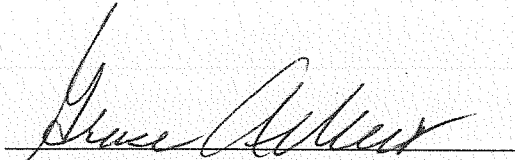
2. Articles and paragraph captions inserted throughout this Amended and Restated Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Amended and Restated Declaration of Covenants and Restrictions.

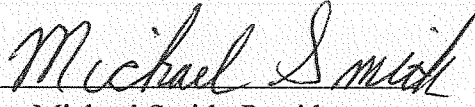
3. In the event any one of the provisions of this Amended and Restated Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions, hereof, which shall remain in full force and effect.

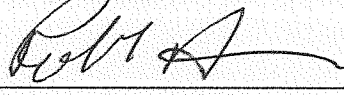
IN WITNESS WHEREOF, the Amended and Restated Declaration of Covenants and Restrictions for COUNTRY CLUB VILLAS I OF SPRING LAKE HOMEOWNERS' ASSOCIATION have been executed by the Board of Directors of the Association on the 14<sup>th</sup> day of May, 2020

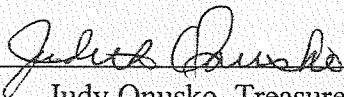
Signed, sealed and delivered in the  
Presence of:

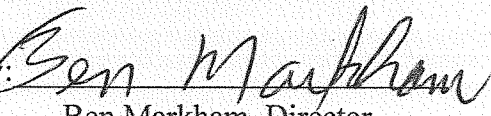
COUNTRY CLUB VILLAS I OF  
SPRING LAKE HOMEOWNERS'  
ASSOCIATION, INC.

  
Grace Albert, Secretary

By:   
Michael Smith, President

By:   
Robert Aass, Vice President

By:   
Judy Onusko, Treasurer

By:   
Ben Markham, Director



## EXHIBIT A

Country Club Villas I of Spring Lake, according to the plat thereof recorded in Plat Book 15, Page 74, of the Public Records of Highlands County, Florida, being a replat of Parcel K of Spring Lake Village VII as per plat recorded in Plat Book 11, Page 7, lying in Sections 15 and 16, Township 35 South, Range 30 East, Highlands County, Florida.

AND

Country Club Villas I of Spring Lake, as per plat recorded in Plat Book 15, Page 111, being a replat of a portion of Tract C of Country Club Villas I of Spring Lake as per plat recorded in Plat Book 15, Page 74 of the Public Records of Highlands County, Florida, being more particularly described as follows: Begin at the most Westerly corner of said subdivision; thence run South  $15^{\circ}46'15''$  East and along the Easterly right-of-way line of a drainage R/W canal a distance of 765.00 feet; thence South  $06^{\circ}51'06''$  East and continuing along said line a distance of 64.50 feet to the point of curvature of a curve concave to the Northeast; thence in a Southeasterly direction and along the arc of said curve to the left (curve having for its elements a radius of 378.28 feet a central angle of  $46^{\circ}55'44''$  and a chord bearing of South  $39^{\circ}14'07''$  East) a distance of 309.84 feet; thence North  $25^{\circ}23'38''$  East a distance of 415.37 feet; thence North  $02^{\circ}00'00''$  West a distance of 119.80 feet; thence North  $74^{\circ}13'45''$  East a distance of 95.13 feet; thence North  $02^{\circ}00'00''$  West a distance of 31.50 feet; thence North  $15^{\circ}45'15''$  West a distance of 95.40 feet; thence South  $74^{\circ}13'45''$  West a distance of 97.82 feet; thence South  $15^{\circ}46'15''$  East a distance of 89.60 feet; thence North  $87^{\circ}46'15''$  West a distance of 170.00 feet; thence North  $15^{\circ}46'15''$  West a distance of 387.06 feet; thence South  $74^{\circ}13'45''$  West a distance of 55.00 feet to the point of curvature of a curve concave to the Northeast; thence in a Northwesterly direction and along the arc of said curve to the right (curve having for its elements a radius of 200.00 feet and a central angle of  $90^{\circ}00'00''$ ) a distance of 314.16 feet to Point of Beginning.

AND

Country Club Villas I of Spring Lake as per plat recorded in Plat Book 15, Page 139, being more particularly described as follows:

A portion of Tract "C" of Country Club Villas I of Spring Lake as per plat recorded in Plat Book 15, Page 74, of the Public Records of Highlands County, Florida, being more particularly described as follows: Begin at the most Southerly corner of Country Club Villas I Phase II of Spring Lake, as per plat recorded in Plat Book 15, Page 111, of the Public Records of Highlands County, Florida; thence run North  $25^{\circ}23'38''$  East a distance of 415.37 feet; thence North  $02^{\circ}00'00''$  West a distance of 119.80 feet; thence North  $74^{\circ}13'45''$  East a distance of 95.12 feet; thence North  $02^{\circ}00'00''$  West a distance of 31.51 feet; thence North  $15^{\circ}46'15''$  West a distance of 38.14 feet; thence North  $88^{\circ}00'00''$  East a distance of 104.69 feet; thence South  $02^{\circ}00'00''$  East a distance of 15.00 feet; thence North  $88^{\circ}00'00''$  East a distance of 292.65 feet; thence South  $02^{\circ}00'00''$  East a distance of

641.04 feet to a point lying on the arc of a curve to the Southwest, point also lying the North right-of-way line of a drainage canal; thence in a Northwesterly direction along said right-of-way line and curve to the left (curve having for its elements a radius of 965.34 feet, a central angle of  $02^{\circ}22'27''$ , and a chord bearing of North  $87^{\circ}42'02''$  West) a distance of 40.00 feet to the point of tangency; thence North  $88^{\circ}53'15''$  West and still along said right-of-way line a distance of 467.98 feet to a point of curvature of a curve concave to the Northeast; thence in a Northwesterly direction and along said right-of-way line and said curve to the right (curve having for its elements a radius of 378.28 feet, a central angle of  $26^{\circ}11'16''$  a distance of 172.90 feet to the Point of Beginning.

## EXHIBIT B

“Common Area” shall mean those areas of real property, together with all improvements thereto, which are devoted to the common use and enjoyment of the members of the Association and the property which shall ultimately be deeded by the Developer to the Association. Also, included within this definition are, external surfaces which shall mean all of the outside surface of the units, the common utilities servicing the individual units and the lawn, driveways, and outside facilities separated from individual units.