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SEBRING FALLS PROPERTY OWNERS ASSOCIATION, INCORPORATED

AMENDMENTS TO COVENANT

At the Annual Meeting of the Sebring Falls Property Owners Association on January 11, 2010, two (2) amendments were proposed to amend the "Declaration of Restrictions, Conditions, Covenants and Reservations Affecting Property Located Highlands County, Sebring Falls, Plat Book 11, Page 24," as recorded O.R. Book 553 Pages 421, 422 and 423.

AMENDMENT 1

Sentence one (1) Paragraph one (1) shall be amended to read, "shall be an adult housing community intended and operated for occupancy by persons 55 years of age or older."

AMENDMENT 2

Paragraph 3, sentences two (2) and three (3) shall be omitted in their entirety.

These two amendments were approved by a vote exceeding that required by State Statute TITLE XL CHAPTER 720.306 (1) QUORUM: AMENDMENTS (B).

IN WITNESS WHEREOF, the undersigned President and Secretary of the corporation has executed this Amended Covenant of SEBRING FALLS PROPERTY OWNERS ASSOCIATION, INCORPORATED on February 17, 2010.

HOUSTON FAIRCHILD
As President of SEBRING FALLS PROPERTY OWNERS ASSOCIATION, INCORPORATED

ATTEST:

SANDRA J. FAIRCHILD, Secretary

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by HOUSTON FAIRCHILD, President, and SANDRA J. FAIRCHILD, Secretary, of SEBRING Falls Property Owners Association, Incorporated, a Florida corporation, on behalf of the corporation. They are personally known to me (X) or have produced _____ as identification.

LOUISE L. HEYMEN
MY COMMISSION # DD 514977
EXPIRES: March 4, 2010
Bonded Thru Budget Notary Services

NOTARY, PUBLIC, State of Florida

FILED IN HIGHLANDS COUNTY, FL
ROBERT W. GERMAINE, CLERK OF COURTS

Houston Fairchild
2100 Carriage Rd
Sebring, Fl 33870

RETURN TO

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS AFFECTING PROPERTY LOCATED HIGHLANDS COUNTY, SEBRING FALLS, PLAT BOOK 11, PAGE 24

WHEREAS GRANTOR is the owner of all of the real property known as SEBRING FALLS, as the same is shown on the plat thereof recorded in Plat Book 11, Page 24 of the Public Records of Highlands County, Florida, all situate, lying and being in Highlands County, Florida; and

WHEREAS, GRANTOR is desirous of subjecting said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which are and is for the benefit of said property and for each owner thereof and for the GRANTOR, and each and all of which shall insure to the benefit of and pass with said property and for each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof and shall constitute covenants running with the land.

NOW, THEREFORE, THE GRANTOR does hereby declare that the real property described in and encompassed by the above plat is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth.

1. SEBRING FALLS, PB 11/24 shall hereafter be referred to as 'Sebring Falls"; shall be an adult housing community intended and operated for occupancy by persons 55 years of age or older. Each and every mobile home placed or installed upon any lot within Sebring Falls shall:

   a) Be of a width of not less than twelve (12) feet.

   b) Be Installed on the lot only by the GRANTOR or by the authorized installation agency appointed by the GRANTOR, and in the manner designated by the GRANTOR ("Installation" as used in this subparagraph shall include, but not be limited to leveling, blocking, tying down, removal or masking of hitch, approved skirting and installation of approved sets of steps.)

   c) No individual television antenna shall be placed upon any lot or affixed in any manner to any structure thereon. Lot owners may utilize the Cable Television Service available at each lot. Connection charges and monthly service charges shall be the responsibility of the lot owner.

   d) No structure, add-on or accessory may be placed on any lot without the prior written consent and approval of the Association as to location, position, set-back and architectural quality. In considering whether to grant such approval, the Association may consider, among other things, the general aesthetic appearance of any structure, add-on or accessory, its effect upon the neighboring lot owners, and its effect upon the SEBRING FALLS community as a whole.

e) No mobile home shall be placed upon any lot unless there is also affixed thereto an approved car-port and a raised, covered patio in accordance with controlling building codes in effect.

f) No fence shall be erected on any lot or any portion thereof, without the written approval of the Association. With respect to location of fences and approval thereof, consideration will be given to the lawn maintenance provisions hereinafter set forth, whereby the Association will provide lawn maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed, altered or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

g) No clotheslines or clothes poles may be placed on any lot.

h) GRANTOR has made provisions for a storage area for boats, boat trailers, travel trailers, campers, and similar recreational vehicles which shall be stored within the special area provided by GRANTOR. No boat, boat trailer, travel trailer, camper or similar recreational vehicle may be stored or kept upon any residential lot.

i) No derelict vehicles, boats or trash of any description shall be kept or permitted adjacent to or upon any lot. All refuse shall be kept in containers of a type approved by the Association and located upon all lots or as specified by said Association. No repair work shall be conducted upon any residential lot, except for necessary repairs to authorized improvements on the lot and emergency minor repairs, such as the changing of a flat tire.

j) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written consent of the Association, except that small signs setting forth the owner's name and street address shall be permitted. Provided, however, that the foregoing provision shall not be construed to prohibit temporary or permanent placement by the GRANTOR of street signs, promotional signs, directional signs, area identification signs, etc.

k) All numbered lots in SEBRING FALLS are designated as residential lots which shall be used only for housing of one single family.

l) Household pets shall not, at any time, be permitted to become a public or private nuisance. The term "household pets" shall be deemed to mean only small dogs and small cats, neither of which shall be kept upon the premises for breeding purposes. No household pet shall be permitted to run at large and shall be restrained by a leash, not more than ten (10) feet in length whenever the owner removes same from the individual lot or lots occupied by the owner. No pets are allowed in the recreation area at any time. Provided further that not more than two (2) such household pets may be maintained on the owner's property at any time.

m) No trade business, profession or any other type of commercial activity shall be conducted on any lot.

n) No truck, van or other vehicles used by its owner in any business shall be parked on owner's lot overnight. Such vehicles shall be parked in the storage area provided by GRANTOR.

o) In order that public services may be rendered within the subdivision, a continuing, perpetual easement is hereby reserved in favor of and granted to all companies providing public services and fully constituted governmental bodies having jurisdiction over the premises, and their respective agents, to enter upon and within all parts of the subdivision for lawful purposes in rendering or affording police and fire protection, sanitation services and similar public services within the said subdivision.

p) Except for loading and unloading, all vehicles shall be parked off the streets and road of the subdivision.

q) All mobile homes in the subdivision must be appropriately skirted to conceal under carriage as approved by the GRANTOR.

r) All mobile homes must be connected to central water and sewer systems serving the premises; and no private wells or septic tanks shall be permitted.

2. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each residential lot owner and are hereby imposed as to each residential lot:

a) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the Association a monthly maintenance fee, _____, payable in advance on the first day of each and every month. Said maintenance fee may be adjusted annually so that the amount thereof shall be not less than 100% of the Association's actual cost for providing facilities.

b) The Association, its successors and assigns, shall provide to each residential lot owner lawn maintenance service consisting of periodic mowing. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Said maintenance shall be provided by Association at such intervals as may be deemed necessary and convenient. In connection therewith, there is hereby reserved by the Association the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance service. Each lot owner (their successors, assigns and remote grantees), by the acceptance of his deed, agrees to accept said services to be performed by Association, and agrees to pay Association _____, payable in advance on the first day of each and every month. Said maintenance service fee may be adjusted annually so that the amount thereof shall be not less than 100% of

Association's actual cost providing such lawn maintenance service.

c) In the event that any lot owner shall fail to pay either or both the recreational fee and the lawn maintenance fee herein above provided to be paid in the manner and at the time hereinabove set forth, then the Association shall have a lien against the defaulting owner's lot to secure the payment of delinquent fees and collection costs, including reasonable attorney's fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien for delinquent fees and collection costs shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association or any insurance company or any other entity.

d) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance fee above provided for because of failure to use the recreation facilities, or because any such residential lot owner shall have voluntarily provided his own lawn maintenance, or any part thereof.

e) It is further provided that all recreational facilities provided by GRANTOR in SEBRING FALLS shall be owned and operated by GRANTOR until all lots in said SEBRING FALLS, and any additional lots which may be added in expanding said SEBRING FALLS community, are sold. Within thirty-one days after the last lot as aforesaid is sold, all recreational facilities shall be transferred to the Association, a non-profit corporation of which each lot owner is a shareholder. At such time said corporation shall also take over and be responsible for all duties and services of Association, including lawn maintenance service.

f) In addition to the maintenance fee above set forth and provided, the GRANTOR shall be entitled to receive additional fees for services provided and products sold, such as, but not limited to locker fees, food and beverage and similar services. Said additional charges shall be rendered only for services actually performed and goods or products actually sold. Each lot owner shall be permitted to utilize recreational facilities subject to reasonable use rules and regulations prescribed by the Association from time to time.

g) GRANTOR shall assign its right to provide the lawn maintenance services above described and also shall transfer all the property contained in the recreational area and all other interests in any land or improvements as shown or set forth in the total property contained and platted and recorded in Plat Book 11, Page 24 to the Association, and said corporation, as GRANTOR'S transferee or grantee shall have the right to collect the recreation fee and lawn maintenance fee and the right to enforce the lien for non-payment of same as hereinabove provided. Any such conveyance or transfer shall be made by an instrument recorded amount the Public Records of Highlands County, Florida subject only to existing mortgage lien or liens.

h) The recreation and maintenance fees must be paid by lot owners even though the premises are not occupied by owner.

3. These conditions, covenants, restrictions and reservations are imposed in order to insure proper use and appropriate development and improvements on each residential lot and of the SEBRING FALLS community as a whole; to insure adequate and reasonable development of the property; and to protect the interest of the GRANTOR in the recreational facilities hereinabove referred to, as well as the right of the GRANTOR to provide lawn maintenance services and to be compensated therefore.

4. Each of the conditions, covenants, restrictions and reservations hereinabove set forth shall continue and be binding upon the GRANTOR and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of thirty (30) years from the date of recording hereof, and automatically thereafter, for successive periods of ten (10) years each, unless terminated prior thereto by GRANTOR. Provided, however, that notwithstanding the foregoing date reference contained in this paragraph, said conditions, covenants, restrictions and reservations may be altered, amended or rescinded in whole or in part at any time by the GRANTOR until such time a all the lots in SEBRING FALLS and those in adjacent property as recited in Paragraph 3 are sold and deeds recorded, at which time and only then the restrictions herein may be amended by the Association in accordance with the rules and regulations of this Association.

5. The covenants herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all said conditions, covenants, restrictions and reservations.

6. The failure of the GRANTOR or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the conditions, covenants, restrictions and reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these covenants, conditions, restrictions and reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

7. The invalidation of any of these conditions, covenants, restrictions and reservations or any part thereof, by judgment, court order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

8. Where GRANTOR is referred to herein such reference shall also be deemed to refer to the GRANTOR'S successors or assigns.

SEBRING FALLS PROPERTY
OWNERS ASSOCIATION

CLARIFICATIONS TO SEBRING FALLS COVENANTS

1b) Be installed on the lot in accordance with current Highlands County building codes.

1c) Small satellite or antennas permitted at rear of and attached to the residence.

1e) No mobile home shall be placed upon any lot unless there is also affixed thereto an approved car-port or garage and a patio in accordance with controlling building codes in effect.

1r) All mobile homes must be connected to central water and sewer systems serving the premises; and no private wells except for irrigation.

2b) Disregard entire paragraph.

2d) No residential lot owner shall be excused from the payment of the recreation fee or other assessments because of failure to use the recreation facilities.

2e) Lawn maintenance does not apply.

2g) Lawn maintenance does not apply.

3) Lawn maintenance does not apply.

4) Note: The Grantors rights and privileges have been assigned to the association (known as Sebring Falls Property Owners Association, Inc) because all the lots have been sold and recorded.