Approved at the Annual Membership Meeting on 02/08/2025

Exhibit 1

AMENDED AND RESTATED[1]
DECLARATION OF RESTRICTIVE
COVENANTS
LAKE FRANCES ESTATES
A Manufactured Home Subdivision

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF TAVARES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Declaration of Restrictive Covenants Lake Frances Estates: A Mobile Home Subdivision was recorded at Book 434, Page 101, in the official records of Lake County, Florida ("Original Declaration"), as amended by the Declaration of Restrictive Covenants Lake Frances Estates Unit 2: A Mobile Home Subdivision and recorded at Book 523, Page 822, in the official records of Lake County, Florida ("First Amendment"), as amended by the Declaration of Restrictive Covenants Lake Frances Estates Unit 2: A Mobile Home Subdivision and recorded at Book 715, Page 1106, in the official records of Lake County, Florida ("Second Amendment"), as amended by the Declaration of Restrictive Covenants Lake Frances Estates Unit 2: A Mobile Home Subdivision and recorded at Book 772, Page 1118, in the official records of Lake County, Florida ("Third Amendment"), as amended by the Declaration of Restrictive Covenants Lake Frances Estates Unit 2: A Mobile Home Subdivision and recorded at Book 1026, Page 56, in the official records of Lake County, Florida ("Fourth Amendment"), as amended by the Extension and Renewal of Declaration of Restrictive Covenants of Lake Frances Estates and recorded at Book 1113, Page 1222, in the official records of Lake County, Florida ("Fifth Amendment"), as amended by the Extension and Renewal of Declaration of Restrictive Covenants of Lake Frances Estates and recorded at Book 1197, Page 92, in the official records of Lake County, Florida ("Sixth Amendment"), as amended by the Declaration of Restrictive Covenants Lake Frances Estates: A Mobile Home Subdivision and recorded at Book 1198, Page 415, in the official records of Lake County, Florida ("Seventh Amendment"), as amended by the Supplement to Uniform Mobile Home Subdivision Declaration of Covenants, Conditions and Restrictions Lake Frances Estates and recorded at Book 1779, Page 763, in the official records of Lake County, Florida ("Eighth Amendment"), as amended by the Amended Declaration of Restrictive Covenants Lake Frances Estates: A Manufactured Home Subdivision and recorded at Book 4082, Page 840, in the official records of Lake County, Florida ("Ninth Amendment"), as reinstated and revived by Revived Declaration of Restrictive Covenants Lake Frances Estates: A Manufactured Home Subdivision and recorded at Book 4194, Page 833, in the official records of Lake County, Florida ("Revived Declaration"), as amended by the Amendment to Lake Frances Estates Property Owners Association, Inc. Declaration of Covenants and Restrictions and recorded at Book 4445, Page 2044, in the official records of Lake County, Florida ("Tenth Amendment"), as amended by the Amendment to Lake Frances Estates Property Owners Association, Inc. Declaration of Covenants and Restrictions and recorded at Book 4445, Page 2046, in the official records of Lake County, Florida ("Eleventh Amendment"), as amended by the Amendment to Lake Frances Estates Property Owners Association, Inc., Declaration of Covenants and Restrictions and recorded at Book 5249, Page 1396,

[1] This Document contains substantial rewording and amendment to the initial Declaration and the subsequent amendments thereto. The ~~**stricken-through**~~ and **<u>underlined</u>** version of this document showing all additions and deletions is available for review upon request to the Association.

in the official records of Lake County, Florida ("Twelfth Amendment"), the Original Declaration and any and all subsequent supplements and amendments thereto are collectively referred to as the "Declaration" herein;

WHEREAS, this Declaration encumbers all lots, common areas, facilities and amenities that are located and identified on the following plats situated in Lake County, Florida: Lake Frances Estates – Unit 1, Plat Book 18, Page 32; Lake Frances Estates – Unit 2, Plat Book 20, Page 19; Lake Frances Estates – Unit 3, Plat Book 25, Page 39; Lake Frances Estates – Unit 4, Plat Book 26, Page 10; and, Lake Frances Estates – Unit 5, Plat Book 26, Page 12. Collectively referred to herein as the "Property".

WHEREAS, Lake Frances Estates Property Owners Association, Inc., (hereinafter referred to as the "Association"), the duly authorized governing body for the property owners in said subdivision does hereby create and establish certain restrictive covenants and reservations more particularly hereinafter set forth, and does impress the title to the lots described in the above mentioned subdivision with said restrictive covenants, conditions, and reservations, which shall follow the title and run with the land and said lots in said subdivision, and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner (hereinafter referred to as "owner") thereof.

WHEREAS, pursuant to Section 11 within the Lake Frances Estates Property Owners Association, Inc., Bylaws, the governing documents may be altered, amended, or repealed and new governing documents may be adopted by the approval of a majority (50% + 1) of a quorum of members present in person or by proxy at any regular or special meeting.

WHEREAS, the Association held a special meeting of the membership on _____, 20_____, at which meeting a quorum was obtained and a majority of the owners present voted in favor of this Amended and Restated Declaration.

NOW THEREFORE, in consideration of the premises, the Association for itself and its successors, legal representatives, and assigns, declares the afore described real property subject to the following Amended and Restated Declaration and all covenants, obligations, and responsibilities provided and stated herein.

1. Manufactured Home Size and Specifications. All replacement manufactured homes placed on a previously developed lot shall be equal to or larger in size than the manufactured home previously located on the lot. All homes shall be no more than one (1) story in height. All homes built in the community after the recording date of this Amended and Restated Declaration shall have a carport and an exterior utility room and/or garage included in the site plan and home design. It is the intention of this restriction to prohibit any "homemade" home (any home not manufactured by an established manufactured home company, or any home constructed mainly by construction material brought to and built on the homesite) on any of the aforesaid lots.

2. Setback Restrictions. All manufactured homes placed on any lot shall abide by the setback restrictions required by the City of Tavares, Lake County, and the State of Florida.

3. Wells. Owners may drill a well on said owner's lot for the purpose of providing a secondary irrigation water supply, but only after obtaining the proper State and County approval.

Owners shall locate any such well to the rear of said manufactured home. If unable to locate the well to the rear of the home, owners shall ensure that the well, pump, tank, and other accessories or equipment is completely blocked (not visible) to view from the street by placing said well or equipment in a building, cabana, or other such structure, subject to approval from the Association.

4. Skirting. Owners must have and shall maintain skirting around the home.

5. Conventional Home Prohibition. This subdivision is expressly and specifically restricted to manufactured homes and factory-built modular homes. No conventionally built permanent homes shall be constructed, erected, or placed on any lot in this subdivision.

6. Single Family Home Restriction and Rental Prohibition. All lots are hereby restricted to occupancy by a single family living in a single manufactured home. “Single-Family” is defined as a group of individuals related by blood, adoption, or marriage, residing together in a home, or a group of not more than three (3) individuals not all so related who maintain a common household in a home. No rental or attempted rental of a manufactured home, (hereafter referred to as "home"), shall be valid or authorized. Notwithstanding the foregoing, any home within Lake Frances Estates which was occupied by a tenant paying rent to the home's owner, as defined by Section 83.43, Florida Statutes, as of December 7, 2005, may continue to be rented until said home is sold or otherwise conveyed by its owner of record as of December 7, 2005. This section shall apply to any owner obtaining title to such a home on or after December 7, 2005. Nothing contained in this paragraph shall be construed to permit or allow the purchase of a home within Lake Frances Estates solely for the purpose of renting. At least one (1) person named in the deed to the home must reside in the home.

a. Age Requirement. Every person who lives on any lot shall be 55 years of age or older or shall be 45 years of age or older and residing with a person who is 55 years of age or older. As of the date of recording this Amended and Restated Declaration, any person who lives on a lot who is less than 45 years old, but greater than 40 years old, shall be excepted from this minimum age requirement. Lake Frances Estates is designed, operated, and maintained for the use and benefit of, and to meet the social and physical needs of persons 55 years of age or older. Subject to all local ordinances, as they may be amended from time to time, at least 80% of the occupied homes must be occupied by at least one person 55 years of age or older. It shall be the responsibility of the Association to determine whether 80% of the occupied homes in the Lake Frances Estates community are occupied by at least one (1) person who is 55 years of age or older. No person under the age of 18 may be a permanent occupant of any home, except that persons under the age of 18 may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. The provisions of this section are intended specifically to be consistent with, and are set forth in order to comply with, the provisions of the Federal Fair Housing Act (the "Act"), and exceptions therefrom provided by 42 U.S.C. § 3607(b), regarding discrimination based on familial status, and may be amended at any time by a majority vote of the board (without the joinder or vote of owners) to reduce the 55 years of age restriction if so permitted by the Act.

b. Age Requirement Enforcement. The Association shall have the power and authority to enforce this section in any legal manner available, as the board deems appropriate, including, without limitation, taking action to evict the occupants of any home which does not comply with the requirements and restrictions of this section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO

DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each owner shall fully and truthfully respond to all requests by the Association for information regarding the occupancy of the home which in the judgment of the board are reasonably necessary to monitor compliance with this section.

c. Maintaining Age Records. The Association shall be responsible for maintaining age records on all occupants of homes. The board shall publish and adhere to policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. The Association shall develop procedures for determining the occupancy of each home. The Association may require occupants of homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications, or other official documents containing the resident's birth date of comparable reliability.

d. Guests. All guests shall have a valid facilities pass visible at all times when not with a resident on any Association common areas. Children under 18 shall always be accompanied by an adult when using any of the Association's facilities. Passes can be obtained by contacting any current board member. No person will be allowed to visit any owner for more than fourteen (14) consecutive days at a time or for more than thirty (30) days in any calendar year. Caregivers are not guests and must register with the Association to be provided with an exception to the guest restrictions. Caregivers are only permitted to utilize Association facilities when the resident they are caring for is also using said Association facility.

7. Pet Restrictions. No poultry, fowl, or animal other than household pets shall be kept on or harbored on any of the said lots or with any manufactured home situated thereon. No animals of any kind shall be bred on a lot. A maximum of three (3) household pets may be kept. Any resident who has more than three (3) pets in their household as of the date on which this Amended and Restated Declaration is recorded, shall be excepted from the maximum pet number requirement. However, as such additional pets die or are removed from the household, they shall not be replaced to bring the household into compliance with the maximum pet number. When outside of the home all domestic pets shall be kept in an enclosed area on the lot. When being transported or walked from the owner's lot, the domestic pet shall be in an enclosed container or shall always be on a hand leash under the control of the handler. No pet or animal shall be "tied out" on the exterior of the home or in the common areas or left unattended in a yard, porch, or patio. Pets permitted by this section may be kept or harbored on a lot only so long as such pets or animals do not constitute a nuisance. A determination by the board that an animal or pet kept or harbored on a lot is a nuisance shall be conclusive and binding on all parties. Any pet determined to be a nuisance or a threat to the property or safety of other community residents by the Association shall be removed from the community upon demand from the Association. When notice of removal of any pet is given by the board, the pet shall be removed within forty-eight (48) hours of receipt of such notice. The owner responsible for a pet shall be responsible for removing from the common areas and any lot any matter created by the pet and disposing of the same in a sanitary manner. Each owner shall be responsible for all the activities of its pet. Any electric underground fence shall require the prior approval from the ARC and must have proper signage.

a. Support Animals. A service animal or an emotional support animal, as those terms are defined under the Florida Fair Housing Act (2024), that is properly documented and authorized as reasonable accommodation pursuant to the Florida and Federal Fair Housing Acts, shall be an exception to these Pet Restrictions.

8. Tree Removal and Digging. No tree shall be removed from any lot without approval from the ARC and a permit obtained from the City of Tavares. The city may require a replacement tree to be planted. No digging more than 10 inches in depth will be permitted without prior approval from the City of Tavares. This is to avoid damaging underground utilities.

9. Lake Restrictions.

a. All Florida laws regarding boating and fishing regulations are to be followed.

b. No construction of any docks or piers shall be permitted without the approval from the ARC and a permit from the City of Tavares. If the size exceeds 1,000 square feet, approval is also required from the Florida Department of Environmental Protection.

c. No paddle boards, jet skis, or inflatable boats are allowed.

d. No swimming, scuba diving, or snorkeling are allowed.

e. No rubbish, trash, or other objectionable matter shall be put in the lake.

f. The entirety of the lake is a "No Wake Zone."

10. Excavation. No part of the property next to the lake or streets shall be filled, excavated, or the contour thereof changed without the written consent from the Association.

11. Sewer and Electrical Connections. All sewer utility connections shall be made by a licensed plumber in the State of Florida pursuant to the requirements of the City of Tavares. All electrical services shall be made by a licensed electrician in the State of Florida pursuant to the requirements of the City of Tavares.

12. Carport Storage and Burning. Carports shall be kept free of clutter. All garbage, trash, and other refuse shall be kept in the covered receptacle provided by the City of Tavares, which may be stored in the carport. No garbage or trash shall be burned on any lot and owners shall arrange for refuse collection. No tires, paint cans, tool chests, appliances, etc., shall be stored in the carport. All yard machinery, ladders, and tools shall be properly stored so that they cannot be seen from the street.

13. Annoyance or Nuisance Prohibition. No person shall engage in any conduct, act, action, or acquiesce to any such conduct which constitutes an annoyance or nuisance to other residents of the subdivision or to the general public. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, by any person, at any time, including cyberbullying.

14. Homesite Maintenance. Owners shall maintain their lot and the home located thereon, including easements, hard and soft landscaping, and the exterior of their manufactured home and outbuildings in good repair, good function, and in an aesthetically complete condition. Maintenance shall include but not be limited to:

a. Soft Landscaping: Mowing lawns regularly, pruning trees and shrubs, removing dead growth, underbrush, and weeds in and around the lot to prevent, remedy, and/or eliminate unsightly growth.

b. Hard Landscaping: Driveways, sidewalks, fences, structures, ornaments, and the like shall be kept and maintained in good condition with cleaning, painting, and/or repairing performed as needed.

c. Homes, attached structures, and outbuildings (including awnings, fascia, gutters, shutters, skirting, etc.) shall be cleaned and/or painted when conditions such as dirt, fading, mildew, or mold become apparent.

d. Mailboxes and support posts must be maintained by owners.

15. Architectural Review Committee (ARC). The ARC shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions relating to lots and homes within the Lake Frances Estates Community. The ARC shall consist of a minimum of three (3) members who shall be appointed by the Association's Board. ARC members must be members of the Association.

a. Power and Duties of the ARC. No improvements shall be constructed on a lot, or improvements erected, removed, or installed upon a lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed and visible from the exterior of the home shall be made until the plans and specifications showing the materials, height, width, length, and the proposed location of same shall have been submitted to and approved in writing by the ARC.

b. Community Standards. Each owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the board. The board shall have the right to adopt Community Standards. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any owner to alter the improvements approved by the ARC and previously constructed.

c. Procedure. In order to obtain the approval from the ARC, each owner shall observe the following:

i. Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an existing improvement, together with the

required application(s). The application(s) shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant, if requested, shall submit to the ARC such site plans and specifications for the proposed improvement and the times scheduled for completion, all as reasonably specified by the ARC.

ii. No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within the said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC. The decision of the ARC, or, if appealed, the board, shall be final and binding upon the applicant, its heirs, legal representatives, successors, and assigns.

iii. ARC applications that are disapproved by the ARC may be presented to the board for reconsideration and appeal of any ARC denial. Any request for reconsideration made to the board must be made in writing by the owner within thirty (30) days of the ARC denial. The board shall hold a meeting within thirty (30) days of receipt of the owner's request for reconsideration.

iv. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC, but in no event shall installation and completion of the approved application take longer than six (6) months from the date of final approval from the ARC. In the event circumstances prevent the installation from being completed within the six (6) month time period, any such approval shall be withdrawn, and the owner will be required to resubmit the ARC application for the proposed improvement to the owner's lot or home.

d. Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right to enter upon any portion of the lot at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

e. Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the owner shall, upon demand of the Association, cause such improvement to be removed or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorney and paraprofessional fees at all levels including appeals, collections, and bankruptcy, incurred by the Association. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable means.

16. Signs. Except as provided herein, or specifically allowed by law, no sign, advertisement, banner, flag, or poster of any kind, specifically including, but not limited to, signs

related to any political referendum or candidate, shall be erected, or displayed to the public view on a lot without the prior written approval from the Association as to the size, color, content, material, height, and location. No commercial advertising, political, or display flags shall be allowed within this subdivision, except as specifically allowed by this Declaration and/or by Florida law. Signs for garage/yard sales may be displayed no sooner than two (2) days prior to the date of such a sale and should be removed on or before the last day of the sale. Temporary signs required for the sale of manufactured homes can be displayed on the lot. No realtor signs are allowed at the entrance to the community. All holiday-type outdoor decorations, lighting, figurines, wreaths, door hangers, etc., may be displayed for fifteen (15) days prior to the first day of the month of said holiday and may remain in place for fifteen (15) days after the last day of the month of said holiday, and shall be removed from display at all other times. Signs for vendors performing services for an owner must be removed once work has been completed by the vendor.

17. Commercial Activity. Owners will conduct no commercial activity that will increase auto traffic in the community, require outside storage of materials, require outside signs to be placed on any lot, or create excessive noise.

18. Lot Border Maintenance. Where a lot borders on or contains drainage ditches, lakes, or wetland areas, the owner of such lot shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosion of said lots shall be properly maintained by the respective lot owner.

19. Repair or Restoration. Repairs can be conducted in an enclosed garage or enclosed carport if such repair is not visible from the street. No restoration of any vehicle, boat, trailer, RV, camper, etc., shall occur or be allowed to occur upon any portion of any lot.

20. Motorized Vehicle Requirements. All motorized vehicles parked in the community shall carry current year's insurance and license tag registration, with an exception for golf carts. All vehicles shall be maintained in proper operating condition so that they do not constitute a nuisance as a result of noise, exhaust, emissions, or otherwise. Cars, pickups, motorcycles, and electronic bicycles shall be stored in driveways and carports. All other vehicles, including but not limited to trucks bigger than pickups, dune buggies, boats, campers, and RVs shall be stored in designated storage areas. If storage space is not available, the owner must arrange to have said vehicles stored in facilities outside of Lake Frances Estates.

a. Golf Carts. Pursuant to Florida Statutes, a person under 18 years of age shall not be allowed to operate a golf cart on community roadways unless the driver is at least 15 years old and possesses a valid learner's driver's license or is at least 16 years old and possesses a valid driver's license. Any driver who is 18 or older must possess a valid government issued photograph identification.

21. Parking. All vehicles shall be parked in an orderly and neat fashion, and in a driveway, carport, or garage. All parking, other than in common areas, where such common area parking is authorized by the Association, shall be on a solid poured concrete slab or on concrete pavers. Said area shall be at least as wide as the vehicle being parked on top of it. Sleeping in RVs or other vehicles is prohibited. Golf carts may be parked on the grass or pavers at the side or back of the home. All motorcycles and bicycles shall be parked in an orderly and neat fashion in a carport or enclosed garage. The temporary parking of boats, campers, RVs, or trailers of any kind will be allowed in the

residential driveway for the purpose of loading, unloading, or cleaning. In no case shall temporary parking exceed seventy-two (72) hours. Authorized vehicles may be parked on the street provided such parking is consistent with any local or state ordinance or law. Cars must be facing in correct traffic direction and at least (thirty) 30 feet from stop signs and fire hydrants and far enough from mailboxes to allow the USPS to deliver mail.

22. Storage Areas. Reservations for space in the storage areas provided by the Association shall be on a "first come, first served" basis. Individuals may not share or transfer spaces without approval from the Association. Spaces cannot be reassigned to another by the original holder. Spaces must be vacated, and new assignments must be made by the Association. All requests for storage space shall be submitted to the Association in writing and shall outline the vehicle or object for which storage is requested. The Association will honor each request based upon the date and time received so long as space is available. The Association reserves the right to limit each applicant to one (1) storage space and to make other rules and regulations regarding such areas. Storage spaces shall be no larger than 15'x40' for motorhomes and campers, and no larger than 15'x20' for boats and trailers of any kind. It is expressly understood that storage space provided by the Association is made available at the sole risk of the individual lot owner using said space.

23. Clotheslines. All clotheslines shall be in the rear of the property or on the far back side of the corner lot properties.

24. Television and Radio Antennas. There shall be no television or radio antennas or aerials erected on the street side of the manufactured home. All devices that service each manufactured home shall be located not further than ten (10) feet from the rear of said manufactured home, except as such placement may be necessary to receive an acceptable signal and as specifically approved by the ARC as to size, color, and location.

25. Fences. All permanent fences shall be in the back yard, not in the front or side yard of any lot. Approval shall be obtained from the ARC, and a permit shall be obtained from the City of Tavares. Decorative fences under four (4) feet are allowed with approval from the ARC.

26. Sheds. All sheds shall be in the back yard and properly secured. There shall be no more than two (2) sheds per lot not to exceed 200 square feet in total. No sheds made of plastic material will be approved after the date on which this Amended and Restated Declaration is recorded with the county. All sheds shall be installed with skirting around the foundation of the structure. Approval shall be obtained from the ARC, and a permit shall be obtained from the City of Tavares prior to installation.

27. Liability Waiver. It is expressly understood and agreed that the Association or its designee shall not be held liable for any damage suffered by residents', tenants', guests', or invitees' use of recreational facilities, waterways, streets, and common areas.

28. Periodic Lot Inspections. Owners authorize the Association and its duly authorized representatives to make periodic inspections of the owner's lot, provided said owners are provided with a minimum of forty-eight (48) hours written advance notice prior to such an inspection. In the event the owner or resident fails to comply with the maintenance requirements contained in this Declaration, the Association shall provide the owner and/or resident with appropriate notice of said

covenant violation. Owners shall be responsible for any costs and expenses related to the enforcement of these covenants against an owner, including but not limited to attorney and paraprofessional fees and costs incurred at any level of the litigation process, whether pre-suit, during suit, or on appeal at any level. Said costs and expenses incurred by the Association shall be collectible as an Individual Assessment against the lot.

29. Binding Effect. These covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date on which this Declaration was subsequently revived pursuant to Chapter 712, Florida Statutes. This Declaration may be terminated at any time by an instrument that has been approved by at least 80% of the total voting membership. Provided, however, that no such agreement to terminate the covenants, conditions, and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

30. Restriction Enforcement. Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person or persons violating, threatening, or attempting to violate any covenant, and such proceedings may be either to restrain or remedy the violation and/or to recover damages related to the enforcement of said covenant including administrative costs, and attorney and paraprofessional fees and costs incurred before, during, and after suit has been filed and at any appellate level where applicable.

a. Suspension of Rights and Fining. The Association has the authority to levy fines and suspend an owner's or resident's voting and use rights pursuant to the process provided under Section 720.305, Florida Statutes, as that section may be amended or renumbered from time to time.

31. Severability. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no way affect the other provision hereof, which shall remain in full force and effect.

32. Easement Authorization. The Association hereby reserves the right without further consent from any owner or owners to grant to any public utility company, municipality, or other governmental unit, water or sewage company, an easement for a right of way in all roads and streets on which the land hereby conveyed abuts. This would include any other easements as per city ordinances, for the right to erect and lay, or cause to be erected or laid, maintained, removed, or repaired, all light, and telephone poles, wires, water and gas pipes and conduits, catch basins, surface drains, sewage lines, and such other customary or usual appurtenances as may, from time to time, at the option of the Association or any utility company or governmental authority be deemed necessary or advisable. All claims for damages, if any, by the construction, maintenance, and repair of said utilities, or on account of temporary or other inconvenience caused thereby against the Association are hereby waived by the buyer.

33. Enforcement. If any owner, resident, guest, or other persons in possession of any lot shall violate, or attempt to violate any of these covenants, conditions, and reservations herein, it shall be lawful for any other person or persons owning real property in said subdivision, or the Association, to prosecute any proceeding at law or in equity, against any such person or persons violating or

attempting to violate any such covenants, conditions, or reservations either to prevent him or them from doing so, or to recover damages or any proper charges for such violation. Costs of such proceedings, including reasonable attorneys' fees, shall be paid by the party losing said suit. No suit shall be instituted against the Association unless a written statement giving the particulars of the alleged cause of action and containing a notice of intention to sue, be mailed or delivered to the Association at least thirty (30) days before said suit is instituted. This paragraph shall be considered as a condition precedent to bringing of any lawsuit against the Association in all courts of law. In the event the Association or its duly authorized representative should have to bring a suit to enforce any of the covenants contained therein, said owners, residents, guests, or other persons in possession of any lot agrees to pay the Association reasonable attorneys' fees and all costs of such suit where the Association is determined to be the prevailing party in any such lawsuit.

34. No Waiver of Enforcement. The failure of the Association or its duly authorized representative to enforce any restriction, covenant, condition, and/or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

35. Access to and Use of Recreation, Service, and Common Areas. The Association shall maintain the portion designed and presently used as a recreation area surrounding the clubhouse (on the recorded plat of Unit 1 of Lake Frances Estates) for the general use and benefit of the residents of individual lots, reserving, however, the right to make reasonable charge for the use of these facilities.

36. Assessment for Maintenance and Repair, etc.

a. Acceptance. The purchaser of any lot by acceptance of a deed, whether it is expressed in any deed, agrees to pay the Association or its successors and assigns: (1) regular annual assessments or charges; (2) special assessments for capital improvements; and (3) individual assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual, special, and individual assessments, together with any accruing interest, late fees, and costs of collection, will be a charge on the land and will be a continuing lien on the property against which each assessment is made. Each assessment, together with interest costs and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time the assessment falls due. Personal obligation shall not pass to successors in title unless expressly assumed by them.

b. Purpose of Assessments. The assessments levied by the Association or its successors or assigns shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the subdivision, services, and facilities serving the subdivision and of the manufactured homes situated upon the subdivision.

c. Basis and Maximum of Regular Annual Assessments. As of January 2025, the monthly assessment will be $50.00 per lot per month. Beginning January 2026, the Association’s board may increase assessments up to but not exceeding 5% yearly upon submission of proposed budget justifying the need for increasing the monthly assessment. Any increase that would exceed 5% of the prior year’s monthly assessment amount would require the approval of a majority of owners

who are present, either in person or by proxy, at an annual or special membership meeting called for such purpose.

d. Acceleration. In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.

37. Special Assessments and Individual Assessments.

a. In addition to the regular assessments authorized above, the Association or its successors and assigns 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, reconstruction, or unexpected repair or replacement of a capital improvement upon the common facilities serving this subdivision, or the adjacent waterfront, including necessary fixtures and personal property related thereto. Said Special Assessment may also include any unanticipated or previously unbudgeted or emergency expense incurred by the Association, provided that any such assessment shall have the approval of the owners of two-thirds of the lots in this subdivision ("Special Assessments").

b. Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific lot or lots or the record title owner(s) thereof, which amounts are by their nature applicable only to one (1) or more lots, but less than all lots ("Individual Assessments"). The lien for an Individual Assessment may be foreclosed in the same manner as any other assessment.

38. Uniform Rate of Assessment. Regular assessments shall be fixed at a uniform annual rate for all lots and which annual regular assessment may be collected on a monthly basis. Special Assessments shall be allocated equally to each owner.

39. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment or monthly installment which is not paid when due is delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of Twenty-Five and 00/100 Dollars ($25.00) per month (or such greater amount established by the board) together with interest from the date of delinquency at the rate of 18% per annum, or the highest rate allowed by law, shall be charged to the delinquent account. The Association may bring an action at law against the then title holder of the lot who is personally obligated to pay the same, and the Association may foreclose the lien against the property, together with interest, costs, and reasonable attorneys' fees, which shall be added to the amount of such assessment. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the facilities or by abandonment of said owner's lot.

40. Lien Priority and Survival. The priority of a lien of any of the assessments provided for herein shall be determined by applicable Florida law. All past-due assessments shall survive any foreclosure proceeding limited only by Section 720.3085, Florida Statutes, and any amendments thereto.

41. Assignment. The Association reserves the right to assign its rights and obligations hereunder to a successor or assign who shall assume the Association's obligations hereunder, as well as the Association's right to conduct maintenance, improvements, and to receive assessments.

In addition, the Association reserves the right for itself or for its successors and assigns should it so elect or cause to be created a property owner's association for the subdivision in which each lot owner would be required to be a member with one (1) vote per lot for the purpose of taking title to the common facilities serving the subdivision, and for the purpose of accomplishing the maintenance, service, and recreational functions, as well as the right to collect the maintenance assessments and to charge for reasonable use of the facilities, which Association would be governed by the vote of the members in the subdivision, said association not to come into being until and unless the association, or its successors or assigns, takes action to form the property owner's not for profit corporation, in which event upon conveyance of the common facilities serving the subdivision to the corporation, the Association shall be relieved of further obligation hereunder.

42. Waiver. The Association for itself and its successors and assigns reserve the right to waive violations of these covenants when it determines that said violations of these covenants do not materially affect the value of the particular lot or lots in question and do not adversely affect the value or utility of the other lots in the subdivision.