

Prepared By/Return To:
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**REVIVED DECLARATION OF RESTRICTIVE
COVENANTS
LAKE FRANCES ESTATES
A Manufactured Home Subdivision**

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF TAVARES

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, certain Declarations of Restrictive Covenants dated May 14, 1971, executed by West Cocoa Company, Inc., a Florida Corporation, certain Declarations of Restrictive Covenants dated October 3, 1973, executed by Environs Property Management, Inc., a Foreign Corporation, and also certain Declarations of Restrictive Covenants dated September 25, 1973, December 17, 1980, March 21, 1983, and September 8, 1989, executed by Lake Frances Estates, Inc., a Florida Corporation, having been recorded respectively in Official Record Books: Unit 1 – Book 434, page 101; Unit 2 – Book 523, page 822; Unit 3 – Book 715, page 1106; Unit 4 – Book 772, page 1118; Unit 5 – Book 1026, page 0056, Covenant 6 – Book 1198, page 0415, Public Records of Lake County, Florida, affecting the real property now identified as LAKE FRANCES ESTATES, a subdivision in Lake County, Florida, according to the plats thereof, filed and recorded in Plat Book 18, page 32; Plat Book 20, page 19; Plat Book 25, page 39; Plat Book 26, page 10; Plat Book 26, page 12, Public Records of Lake County, Florida.

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 or parcels 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 the Lake Frances Estates Property Owners Association, Inc. Bylaws, Paragraph 13, all amendments included herein were heretofore approved by a majority of the voting interests as recorded in the Association's Meeting Minutes.

WHEREAS, the Association, pursuant to Chapter 720, *Florida Statutes*, does hereby revive the aforesaid Declaration of Restrictive Covenants by written approval of a majority of parcel owners as recorded in Lake County Public Records.

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 Revived Declaration of Restrictive Covenants and these covenants, as amended from time to time, will replace in toto the aforesaid Declaration of Restrictive Covenants.

1. **Manufactured Home Size.** Any manufactured home placed on any undeveloped parcel must be at least 24 feet wide and 44 feet long (24ft x 44ft). Any replacement manufactured home placed on a previously developed lot or parcel must be equal to or larger in size than the manufactured home previously located on the lot or parcel.

2. **Manufactured Home Specification.** All manufactured homes placed on any lot or parcel shall be approved by the management (the Association) and shall be

manufactured by an established and reputable manufacturer of manufactured homes engaged in the business of constructing manufactured homes. 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.

3. **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 or parcel in this subdivision.

4. **Single Family Home Restriction and Rental Prohibition.** All lots or parcels are hereby restricted to occupancy by a single family, living in a single manufactured home. No person who is not 55 years of age or older will be allowed to visit any owner for more than 14 days at a time or for more than 30 days in any calendar year.

Notwithstanding any provision to the contrary contained within this Declaration, after December 7, 2005, 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 *Florida Statutes*, §83.43, 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 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.

4-a. **Age Requirement.** Every person who lives on any lot or parcel shall be 55 years of age or older or shall be 40 years of age or older and residing with a person who is 55 years of age or older. 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.

4-b. **Age Requirement Enforcement.** It is the stated intention of the Association to protect and preserve the subdivision as a community of persons 55 years of age or older, and the Board shall adopt reasonable rules and regulations for the protection and preservation of such a community and for the purpose of the Secretary of the United States Department of Housing and Urban Development, pursuant to 42 C.F.R. 100, that demonstrate its intent to operate the subdivision for occupancy by persons 55 years of age and older. The Association shall also comply with rules issued by the Secretary of Housing and Urban Development for verification of occupancy.

4-c. **Age Requirement Waiver.** Notwithstanding the foregoing, the Association shall have the right and authority to waive the 55 years of age and older restriction for a person who is not 55 years of age, or at least 40 years of age or older and residing with a person who is 55 years of age or older, provided that at least eighty percent (80%) of the lots in Lake Frances Estates, including that of the new resident or lot owner for which this waiver provision applies, are occupied by at least one person 55 years of age or older. The Association may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers under this paragraph, and the decision of the Association respecting requests for waivers shall be binding and final.

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

6. **Sanitary Facilities.** All manufactured homes placed on any lot or parcel shall have complete sanitary facilities, which shall include a lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing said manufactured home on a lot or parcel.

7. **Utilities Requirement and Septic Tank Prohibition.** All owners placing any manufactured home on any lot or parcel shall use and promptly pay for water and sewer service and shall pay any deposits or tap-in fees by a government agency or private utility company prior to moving any manufactured home onto any lot or parcel. No septic tanks are allowed to be located on or used on any lot or parcel.

8. **Waterways.** Other than the areas specifically designated in writing by the Association, swimming will not be permitted in any body of water. No construction of any docks or piers will be permitted without written permission by the Association or its designee and any required governmental agencies.

9. **Wells.** Owners may drill a well on said owner's lot or parcel for the purpose of providing a secondary water supply, but only after attaining 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.

10. **Skirting.** Prior to occupancy, Owners shall skirt their manufactured home with materials specifically approved by the Association or its designee. The Association or its designee must approve the final elevation of the outside edge of the manufactured home before said owner can complete skirting said manufactured home.

11. **Homesite Approval.** Owners shall obtain the Association's approval as to the location of the manufactured home on said lot before moving onto the lot or parcel. No manufactured home and no building (addition or accessory), dock, boathouse, fence, well or other structure shall be planned, commenced, erected, or maintained, nor shall any addition to or change or alteration thereon, be made upon, or attached to any lot, or adjoining waters in said subdivision, until the plans and specification showing the nature, kind, shape, or adjoining waters in said subdivision, and until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by the Association, or its designee. The Association shall approve or disapprove an Owner's submission on or before the tenth (10th) day after receiving such submission. If the Association fails to render a written decision regarding an Owner's submission on or before ten (10) days after such written submission is received, a rebuttable presumption will be raised that the Association has approved said plans as formally submitted.

12. **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. Household pets herein described to be parakeets and other small domestic animals. All cats and dogs shall be contained in an enclosed area or shall be kept on a hand leash at all times. Pets causing disturbances, even though under leash or enclosed, will be removed from the subdivision.

12-a. **Restricted Breeds.** The following list of dog breeds or mixtures containing these breeds are banned from residence or visitation in this subdivision:

Akita	Malamute (Alaskan Malamute)
Chow	Pitt Bull (American Pit Bull, Pit Bull Terrier, American Bulldog)
Doberman Pinscher	Rottweiler
Great Dane	Staffordshire Terrier (Staffordshire Bull, American Staffordshire)
German Sheppard	Wolf or Wolf Breed
Husky (Siberian Husky, Husky Type)	Any mixture containing these breeds
Keeshond	

The formal opinion of a Lake County Animal Control Office Representative will define the breed or mix and will be a dispositive and final determination of any dog's breed or mixture for any dispute regarding the breed or mixture of any dog. This restriction is imposed in order to provide a safer residency in this subdivision.

Dogs which are trained and certified as Aid to the Handicapped (i.e., Seeing Eye Dogs, etc.) are exempt from this restriction. Certification for such dog(s) must be presented to the Board of Directors prior to the residency of said certified dog. (Approved 01/21/05).

13. **Tree Removal and Digging Prohibition.** No trees or bushes shall be removed from any lot without prior approval of the Association. No digging in excess of ten inches in depth will be permitted without prior approval of the Association. This is to avoid damaging the underground utilities.

14. **Canals and Waterways.** No boat of any type or other floating object shall be moored or anchored in canals or waters adjacent to said property in such a manner as to obstruct normal ingress and egress without the written consent of the Association or its designee, and no rubbish, trash, or other objectionable matter shall be put in the canals.

15. **Excavation Prohibition.** No part of the property contiguous to the lake or streets shall be filled, excavated or the contour thereof changed without the written consent of the Association.

16. **Sewer and Electrical Connections.** All sewer utility connections shall be made by a licensed plumber in Lake County, Florida. All electrical services connected to the manufactured home shall be made by a licensed electrician in Lake County, Florida.

17. **Right of First Refusal.** The Association or its designee, successor, or assign, shall have the first option to purchase any individual lot for sale by its owner(s). This option shall continue for a period of sixty (60) days from the date the Association receives written notice of a proposed sale. Said written notice shall specify the terms of the proposed sale, and if the association does not accept said terms within the sixty (60) day period after receipt of notice, then said owner(s) may sell said lot according to the terms contained in the written notice. In the event of any change in the term contained in the written notice, the "changed" offer must again be submitted to the Association before the individual lot owner shall be free to sell. The Association will then have a renewed sixty (60) day option period after receiving the written resubmission to accept the "changed" terms as resubmitted.

18. **Carport Storage and Burning Prohibition.** 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 fires, paint cans, ladders, etc., shall be stored in the carport. All yard machinery and tools must be properly stored.

19. **Annoyance or Nuisance Prohibition.** Owners shall not 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.

20. **Homesite Maintenance.** Owners shall maintain their lot and the exterior of their manufactured home and outbuildings according to the Associations maintenance requirements. In particular, lawns will be mowed regularly, including that area from the lot line to the edge of the paved street; all landscaping shall be kept free of weeds and underbrush; and trees on the property shall be maintained to prevent or eliminate unsightly growth. In the event the Owners fail to comply with the maintenance requirements, Lake Frances Estates Property Owners' Association reserves the right, after five (5) days written notice to the Owners, to enter upon said lot and restore any deficiencies in violation of this section. Owners shall be responsible for the cost of such restoration. Failure to pay for said restoration work will result in a lien being placed on the property. Any lien acquired hereunder shall be subordinate and inferior to an existing or subsequent mortgage lien on the property.

21. **Signs.** No commercial advertising, political, or display signs shall be permitted within the subdivision. Temporary signs required for the sale of manufactured homes can be displayed as may be reasonably required by the lot owner. Signs for garage/yard sales may be displayed no sooner than two (2) days prior to the date of such sale. Said signs must be removed on or before the last day of the sale.

22. **Commercial Activity Prohibition.** Owners will conduct no commercial activity that will create auto traffic, require outside storage of materials, require outside signs, or create noise.

23. **Lot Border Maintenance.** Where lots border on or contain drainage ditches, ponds, canals, swales, or lakes, the Owners of such lots 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.

24. **Repair or Restoration Prohibition.** No repair or restoration any vehicle, boat, trailer, RV, camper, etc., shall occur or be allowed to occur upon any portion of any lot. In the case of extreme emergencies, temporary repairs can be conducted in an enclosed garage or carport, as long as such repair is not visible from the street.

25. **Motorized Vehicle Requirements and Restrictions.** All motorized vehicles shall carry a current years license tag registration and shall be maintained in proper operating condition so that they do not constitute a nuisance as a result of noise, exhaust, emissions, or otherwise. All motor vehicles, including but not limited to cars, pick-ups, motorcycles, trucks, RVs, campers, dune buggies, etc., shall be stored in an enclosed garage or the designated storage area within Lake Frances Estates. If storage space is not available, the owner must arrange to have said vehicles stored in facilities outside of Lake Frances Estates. The temporary parking of boats, boat trailers, campers, and RVs will be allowed in the residential driveway for purpose of loading, unloading, or cleaning, but in no case shall temporary parking exceed seventy-two (72) hours.

26. **Storage Area.** Reservations for space in the storage area provided by the Association shall be on a "first come, first served" basis and may not be assigned. All requests for storage space shall be submitted to the Association in writing and shall outline the vehicle or objects 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 further reserves the right to limit each applicant to one storage space not to exceed 180 sq.ft. in area. 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. Individuals may not share or transfer spaces on their own.

27. **Clotheslines and Playgrounds.** All clotheslines and playground equipment shall be located in the rear or side yard of the manufactured home. Said improvements are to be shielded from the view of the public.

28. **Television and Radio Antennas Restrictions.** There shall be no television or radio antennas or aerials erected on the street side of the manufactured home and all television and radio antennas or aerials that service each manufactured home shall be located not further than ten (10) feet from the rear of said manufactured home.

29. **Vehicle Parking.** All vehicles shall be parked in an orderly and neat fashion, and in a driveway, carport, or garage. All parking, other than on common areas when such common-area parking is authorized by the Association, shall be on a solid poured concrete slab. Said slab shall be at least as wide as the vehicle being parked on top of it. No buses or trucks larger than a ¾ ton pickup truck shall be parked in the subdivision.

30. **Motorcycle and Bicycle Parking.** All motorcycles and bicycles shall be parked in an orderly and neat fashion in a carport or enclosed garage.

31. **Backyard Fences.** No fence shall be constructed or installed in the front yard of any lot. All fences constructed or installed in the subdivision shall be approved in writing by the Association and shall only be constructed or installed in the back yard of such lot.

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

33. **Periodic Lot Inspections.** Owners authorize the Association and its duly authorized representatives to make periodic inspections of the Owners' lot, provided said Owners are provided with reasonable notice prior to such inspection.

34. **Binding Effect.** These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the Association, or owning or residing on any parcel from the date of these covenants and restriction and until cancelled, revoked, or rescinded, by an instrument signed by a majority of the then owners of the parcels in said subdivision.

35. **Restriction Enforcement.** Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

35-a. **Suspension of Rights.** As authorized by Chapter 720, *Florida Statutes*, the following provisions of Paragraph 720.305(s) is expressly adopted and reads:

An association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least 3 members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

36. **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.

37. **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, and also in and to a five-foot strip of land located along the rear lot line, and a five-foot strip of land located along any other lot line, for the right to erect and lay, or cause to be erected or laid, maintained, removed, or repaired, all light, telephone, and telegraph 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.

38. **Enforcement.** If any Owner, tenant, guest, invitee, 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 law suit against the Association in all courts of law. In the event the Association or designee should have to bring a suit to enforce any of the covenants contained therein, said Owners, tenants, guests, invitees, or other persons in possession of any lot agrees to pay the Association reasonable attorneys' fees and all costs of such suit.

39. **No Waiver of Enforcement.** The failure to the Association or its designee 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.

40. **Access to and Use of Recreation and Service Areas.** The Association covenants and agrees that it will maintain the portion designed and presently used as recreation area 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. The Association also reserves the right to release additional lots from these restrictive covenants for the construction of other common facilities. Such facilities shall be at the sole discretion of the Association and any designated area used for these purposes shall be completely free from these restrictions.

41. (a) **Assessment for Maintenance and Repair, etc.** The Association, for each lot within the subdivision, hereby covenants and the purchaser of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenant, and agree to pay to the Association or its successors or assigns: (1) Regular annual assessments or charges; and (2) special assessments for capital improvements such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The 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 residence in the subdivision and in particular 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.** Until January 1, 2000, the maximum regular annual assessment shall be \$22.50 per lot per month.

From and after January 1, 2000, the regular annual assessment may be increased effective January 1st of each year without further formalities, in conformance with the rise, if any, of the consumer price index published by the Department of Labor, Washington, D.C., since the date of the next previous assessment was established. From and after January 1, 2000, the maximum assessment may be increased above that established by the consumer price index formula by a vote of two-thirds of the property owners of the subdivision. Each lot shall be entitled to one vote, and if there is more than one owner of a lot, those owners shall divide the vote for said lot in accordance with their ownership. Votes shall be cast in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all lot owners at such address as they may furnish to the Association not less than thirty days, or more than sixty days in advance of the meeting setting forth the purpose of the meeting. The regular annual assessments shall not exceed the current maintenance costs, plus a reasonable sum to provide for the future needs of maintenance plus reasonable charges by the Association or its successors or assigns for handling the maintenance.

42. **Special Assessments for Capital Improvements.** 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 or reconstruction, or unexpected repair or replacement of a capital improvement upon the common facilities serving the subdivision, or the adjacent waterfront, including necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the owners of two-thirds of the lots in the subdivision cast in accordance with the vote procedures set forth above.

43. **Uniform Rate of Assessment.** Both regular and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

44. **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 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may bring an action at law against the then title holder of the lot who is personally obligated to pay the same, or 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.

45. **Subordination of the Lien to Mortgages.** The lien of any of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien; however, the sale to a decree of foreclosure under said mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

46. **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 homeowner's association for the subdivision in which each lot owner would be required to be a member with one 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 property owners 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 homeowner's non-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.

47. **Waiver.** The Association for itself and its successors and assigns reserves 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.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hands and seal this 27th day of July, 2012.

Signed, sealed, and delivered

[Signature]
Witness 1

Todd J. Mazenko
Printed Name

[Signature]
Witness 2

Elaine PLATT
Printed Name

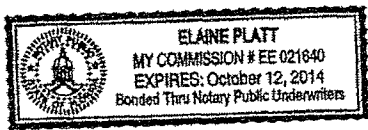
Lake Frances Estates Property Owners Association, Inc.

By: [Signature]
Fay Chernosky, President

By: [Signature]
Judy Raatz, Secretary

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 27th day of July, 2012, by **Fay Chernosky**, on behalf of and as President of and **Judy Raatz** on behalf of and as Secretary of Lake Frances Estates Property Owners' Association, who are personally known to me or who produced [Signature] as identification and who did not take an oath.



[Signature]
Notary Public
My Commission Expires: