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OFFICIAL RECORDS
BK 1793 PG 600



This Instrument has been prepared
By and should be returned to:

Harold L. Downing, Esquire
GRONEK & LATHAM, LLP
Suite 600
390 North Orange Avenue
Orlando, Florida 32801
407 481 5800



SUPPLEMENTAL DECLARATION
(Villages of Highlands Ridge, Phase VII-B, Section One)

THIS SUPPLEMENTAL DECLARATION is made this 17th day of September 2004, by **SEBRING LAND LIMITED PARTNERSHIP**, a Florida limited partnership (hereinafter referred to as "Declarant") joined by **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, f/k/a First Union National Bank (the "Bank").

WITNESSETH:

A. Pursuant to a Partial Assignment of Declarant's Rights dated March 29, 2004, recorded at Official Records Book 1750, Page 0378, Public Records of Highlands County, Florida, Declarant was assigned rights under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Highlands Ridge – Phase IV, a Subdivision, recorded in Official Records Book 1527, Page 0767, of the Public Records of Highlands County, Florida, as amended and supplemented from time to time (the "Declaration") over real property containing the parcel described herein. The capitalized terms used herein shall have the meanings given them in the Declaration. This Supplemental Declaration, the Declaration, the Articles of Incorporation and Bylaws of the Association and any other documents affecting the ownership, use and control of any of the real property described herein shall be hereinafter collectively referred to as "Governing Documents."

B. Article I, Section 1.13 of the Declaration provides that Declarant may make additions to the Property from time to time.

C. The Bank has an interest in the real property affected by this Supplemental Declaration by virtue of a Mortgage and Security Agreement dated March 19, 2002, recorded in Official Records Book 1596, Page 1336, Public Records of Highlands County, Florida, and joins this document for the purposes of submitting its interest in the real property to the effect of the Supplemental Declaration.

NOW, THEREFORE, by virtue of the Declarant's authority under the Declaration, it is hereby declared:

1. **Recitals:** The recitals made above are incorporated herein as fully as if set forth herein.

2. **Annexation:** All of the following-described property (the "Additional Property") located in Highlands County, Florida is hereby added to the Property and subjected to the covenants, restrictions, easements, charges, liens, terms and conditions of the Declaration:

All of VILLAGES OF HIGHLANDS RIDGE – PHASE VII-B, SECTION ONE, according to the Plat thereof recorded in Plat Book 16, Page 59 of the Public Records of Highlands County, Florida

3. **Lots:** Each platted Lot within the Additional Property is hereby declared to be a Lot under the Declaration.

4. **Roads:** Ownership of the road depicted as Tract A on the plat of the Additional Property shall remain with Declarant subject to its ability to convey the roads as provided in the Declaration.

5. **Enclosed Home Size and Building Height:** Only as to owners of Lots within the Additional Property, Section 2.01 of the Declaration is modified by deleting the following text:

The enclosed, air-conditioned, ground floor of each Home, excluding porches and garage, shall not be less than one thousand (1,000) square feet.

and substituting the following text:

The enclosed, air-conditioned living space of each Home, excluding porches and garage, shall not be less than one thousand six hundred (1,600) square feet.

Only as to owners of Lots within the Additional Property, Section 2.03 of the Declaration is modified to provide as follows:

No building shall exceed two (2) stories and a maximum of thirty-five (35) feet in height.

6. **Maintenance Fee:** Only as to owners of Lots within the Additional Property, Section 5.05 of the Declaration is modified to provide as follows:

By the acceptance and recording of a Deed to a Lot, each Lot Owner covenants and agrees to pay to Declarant a mandatory base fee (the "Base Fee") for use, maintenance, repair and management of the Common Facilities and costs for insurance and taxes thereon. Costs for utilities

serving a Home, such as water, sewer, electric, telephone and cable television, are not included in the Base Fee and shall be the individual responsibility of each Home Owner. The cost for Declarant mowing the lawns of the Home Owners is included in the Base Fee. The Base Fee for the twelve-month period from September 1, 2003, to August 31, 2004, shall be \$165.00 per month. The Base Fee shall be subject to adjustment at the beginning of each subsequent twelve month period commencing September 1, 2004, at a rate equal to the proportionate increase (but not decrease) in the Consumer Price Index (the "CPI") for the prior twelve month period from June 1, 2003, to May 31, 2004. For example, if the CPI increased by 2.5% for the period from June 1, 2003, to May 31, 2004, the Base Fee for the twelve month period commencing September 1, 2004, would be adjusted to \$169.13 per month. The CPI is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, All Items (1982-84=100), or if publication of the CPI is discontinued, such other nationally published index which reasonably measures the cost of living. The Declarant shall not have the right to increase the Base Fee except as provided herein, unless the Declarant experiences extraordinary increases in expenses and the Base Fee increase is approved by a majority of the non-Declarant members of the Association.

7. *Fair Housing Act Compliance:* Only as to owners of Lots within the Additional Property, Article VI of the Declaration is modified to provide as follows:

6.01. Restrictions on Use, Occupancy, and Alienation.

Except as otherwise specifically provided, the restrictions set forth in this Section 6.01 may be amended only in accordance with Section 8.04.

(a) Restrictions on Occupancy. The Lots within the Additional Property are intended primarily for the housing of persons 55 years of age or older. The provisions of this Section 6.01(a) are intended to be consistent with, and are set forth in order to comply with, the Fair Housing Amendments Act, 42 U.S.C. §3601 *et seq.* (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C), and the regulations promulgated thereunder (collectively, as may be amended, the "Act") regarding discrimination based on familial status. Declarant (or the Association, acting through the Board after the Declarant no longer owns a Lot within the Additional Property or any land annexable as Additional Property), shall have the power to amend this Section, without the consent of the members of the Association or any person except Declarant, for the purpose of making this Section consistent with the Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of this Section.

(i) Each occupied dwelling or residence on a Lot ("Residence") shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"); however, in the event of the death or disability of a person who was the sole Qualifying Occupant of a Residence, resulting in a termination of such Qualifying Occupant's permanent occupancy of the Residence, a spouse 18 years of age or older who occupied the Residence with such Qualifying Occupant at the time of his or her death or disability may continue to occupy the Residence as long as the provisions of the Act are not violated by such occupancy.

As an exception to the above requirements, and so long as the provisions of the Act are not violated by such occupancy, Declarant may permit any Residence to be occupied without a Qualifying Occupant, provided such Residence is occupied by at least one person between the ages of 50 and 54, inclusive, and such person or his or her spouse purchased the Lot containing the Residence from Declarant ("Exempt Occupant"). Such occupancy right shall expire at such time as the Exempt Occupant ceases to occupy the Residence; provided, a spouse 18 years of age or older occupying the Residence at the time the Exempt Occupant ceases to occupy the Residence due to death or disability may continue to occupy the Residence as long as the provisions of the Act are not violated by such occupancy.

(ii) No person under the age of 18 shall occupy a Residence.

(iii) For purposes of this Section 6.01(a), an occupant shall not be considered a "permanent occupant" unless such occupant considers the Residence to be his or her legal residence and actually resides in the Residence for at least six months during every calendar year. A person shall "occupy" a Residence if he or she stays overnight in the Residence for more than 21 days in any 60-day period or for more than 30 days in any 12-month period.

(iv) Nothing in this Section is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of 55 may occupy a Residence unless the requirements of this Section 6.01(a) and the Act are met and no Owner shall permit occupancy of the Residence in violation of this Section or the Act. Owners shall be responsible for including a statement that the Lots within the Villages of Highlands Ridge – Phase VII-B, Section One are intended for the housing of persons 55 years of age or older, as set forth in this Section, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing

such intent to any prospective tenant, purchaser, or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

(v) Any Person may request in writing that the Board make an exception to the requirements of this Section with respect to occupancy of a Residence. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act would still be met.

(vi) In the event of any change in occupancy of any Residence, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Residence shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Residence and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within 10 days after a change in occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Association under this Declaration and Florida law.

(vii) Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining age records on all occupants of Residences. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

The Association may enforce this Section 6.01(a) in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Residences, requiring that copies of birth certificates or other proof of age for each occupant be provided to the Board on a periodic basis, and taking action to evict the occupants of any Residence which does not comply with the requirements and restrictions of this Section. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of Residences on his or her Lot which, in the Board's

judgment, is reasonably necessary to monitor compliance with this Section. **Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Residence on his or her Lot as necessary to enforce compliance with this Section.**

Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section, and the Association rules adopted hereunder, by itself and by its tenants and other occupants of its Lot. **Each Owner, by acceptance of title to a Lot, agrees to indemnify, defend, and hold Declarant, Declarant's Affiliates and the Association harmless against any and all claims, losses, damages, and causes of action which may arise from failure of such Owner's Lot to so comply.**

(b) Residential and Related Uses. Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

This Section 6.01(b) shall not apply to restrict Declarant's activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community.

This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing a Residence for residential purposes is not a "business" within the meaning of this subsection.

(c) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. The principal dwelling on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased.

All leases shall be in writing and shall have a term of at least seven months, except that either or both of these requirements may be waived: (i) with the Board's prior written consent, or (ii) as Declarant authorizes in a Supplemental Declaration for Lots located within certain Neighborhoods. All leases must require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease. The restrictions on lease terms set forth in this paragraph shall not apply to Lots Declarant or its Affiliates own.

Within ten days of a lease being signed, an Owner shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to this sub-section (c), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(d) Maximum Occupancy. No more than two Persons per bedroom may occupy the same dwelling on a regular and consistent basis (as the Board determines).

(e) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and losses they cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.

(f) Subdivision of a Lot and Time-Sharing. Lots may not be subdivided or their boundary lines changed except with the Board's prior

written approval; provided, Declarant may subdivide, change the boundary line of, and replat any Lot it owns. In addition, for so long as Declarant owns any portion of the Community or lands annexable into the Community, it may convert Lots into Common Area. The use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is prohibited, except that Declarant, its Affiliates, and assigns may operate such a program.

8. *Future Annexations:* Additional lands existing within a distance of two (2) miles from a boundary line of the Additional Property may be annexed or added to the Additional Property (and thereby become subject to the Declaration).

9. *Savings Clause:* In the event that, for any reason, it is determined that the Additional Property cannot be annexed into the Property, that the Additional Property was not properly annexed into the Property, that the Declaration does not apply to the Additional Property or that some defect exists in applying the jurisdiction or effect of the Declaration to the Additional Property, then the provisions of the Declaration not in conflict with the provisions of this Supplemental Declaration shall be treated as having been *de facto* incorporated herein as though originally set forth herein and shall apply to the Additional Property. In such event, the owners of the Lots shall be charged with the duty of creating another Florida not-for-profit corporation which shall, in all respects, be substantially similar in nature, structure and operation to the Association, and which shall act in the same manner as, and in place of, the Association.

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IN WITNESS WHEREOF, Declarant has executed this Supplement to Declaration on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Cherine N. Kennings

Print Name: MARIA M. CATINEAU

**SEBRING LAND
LIMITED PARTNERSHIP,**
a Florida limited partnership

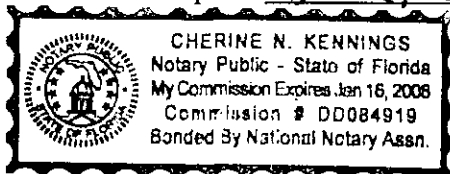
By: 27/SSH Corp., Inc.,
a Florida corporation

By: GAR
George P. Apostolicas, President

STATE OF FLORIDA)
) SS:
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 17th day of September, 2004, by George P. Apostolicas, the President of 27/SSH Corp., Inc., a Florida corporation, general partner of Sebring Land Limited Partnership, a Florida limited partnership, on behalf of the partnership and corporation, ✓ who is personally known to me or who has produced as identification.

My Commission Expires: Jan 16, 2001




Notary Signature

Cherine N. Kennings
Print Name



Signed, sealed and delivered
in the presence of:

Print Name: Patrick M. Dunigan

**WACHOVIA BANK,
NATIONAL ASSOCIATION**

Print Name: MARY ANN OTTO

By: Stephen D. Brown
Name: Stephen D. Brown
Title: Vice President

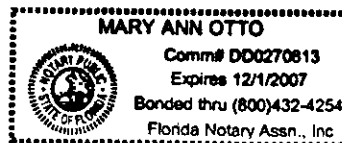
STATE OF FLORIDA)
COUNTY OF ORANGE) SS:
Volusia)

The foregoing instrument was acknowledged before me this 20th day of September, 2004, by Stephen D. Baum, the Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Mary Connolly
Notary Signature

My Commission Expires: _____

MARY ANN OTTO
Print Name



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L.E. "Luke" Brooker Clerk of Courts Highlands Co