

SWAINE, HARRIS, SHEEHAN & MCCLURE, P.A.

ATTORNEYS AT LAW

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PLEASE REPLY TO:
LAKE PLACID INTERLAKE ☐
LAKE PLACID CENTRAL ☐
SEBRING OFFICE ☐

January 31, 1997

Ms. Joan Adler
Sun 'n Lake, Inc.
4995 Savona Drive
Sebring, Florida 33872

Re: Conservation Easement

Dear Joan:

Please find enclosed the terms of the Conservation Easement for the properties around Golf Course Number 3, as well as the additional property subject to the Conservation Easement. I believe the golf course properties are the only ones of particular interest to you, as your company owns numerous lots adjacent to the Conservation Easement or the golf course. We want to be sure to avoid any problems with either homeowners or contractors being unaware of the easement requirements to prevent any inadvertent clearance of easement areas. As such clearance would constitute a violation of federal law, and subject the District and most probably the homeowner and contractor to some sort of fines or penalties, then I believe it is in our mutual best interests to be aware of the easement requirements and ensure that these requirements are strictly adhered to.

I would recommend that you hand out copies of the easement requirements to all of your golf course frontage homeowners to ensure that they do not build outside of the lot lines for their particular lot. The District monitors the Conservation Easement area, and we must ensure that all of the easements requirements are complied with. In other developments experience has shown that the homeowners themselves are pleased with the conservation sanctuary adjacent to the homesite and become themselves the primary "watchdogs."

Your cooperation in this matter would be most appreciated. If you have any questions at all, please give me a call.

Cordially,


John K. McClure

JKM:jao

Enc.

xc: Donna Whittington

Xc: Judy S. 2.25.97

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PLEASE REPLY TO:
LAKE PLACID INTERLAKE ☐
LAKE PLACID CENTRAL ☐
SEBRING OFFICE ☒

February 12, 1997

Ms. Donna Whittington
General Manager
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Boulevard
Sebring, Florida 33872

Re: Scrub Jay Conservation Easement

Dear Donna:

Please find enclosed the permit conditions for the scrub jay conservation area. I recommend that these pages be reproduced and provided to all purchasers of property adjacent to such areas or which are adjacent to any conservation area on the golf course.

The conservation recommendations contained on the February 9, 1989 letter from Colonel Robert L. Herndon of the U.S. Army Corps of Engineers recommended that appropriate signs shall be posted designating the scrub habitat as "scrub jay conservation area." I do not think it would be wrong or inappropriate if you wish to add additional language. On the golf course areas, it would seem prudent to me to include the following language, or something similar:

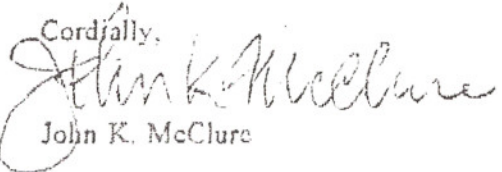
SCRUB JAY CONSERVATION AREA

DO NOT ALTER VEGETATION. AREA MAINTAINED BY SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT PURSUANT TO FEDERALLY APPROVED PLAN.

Signs are not absolutely required, but given the fact that a portion of the area has already been cleared, and the possibility for future such clearance is very strong, I think we should take whatever prudent steps are required to ensure that the golf course area is appropriately protected and maintained. If the Fish and Wildlife Service determined that any violation may have occurred, it would certainly be to our advantage to be able to show all possible corrective measures were taken, to include posting of signs to clearly delineate the area and caution against disturbance of the vegetation.

Please call if you have any additional questions.

Cordially,


John K. McClure

JKM:jao

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 7th
day of September, 1993.

Tammie Thiers
Witness
Printed Name TAMMIE THIERS

John K. McClure
Witness
Printed Name JOHN K. McCLURE

GRANTOR:

SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT

By: William K. Boyd
as its President

ATTEST:

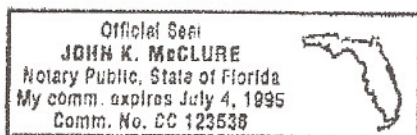
Donna B. Whittington
as Secretary

(DISTRICT SEAL)

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me 7th day of September, 1993, by WILLIAM K. BOYD and DONNA B. WHITTINGTON, as President and Secretary, respectively, of SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT, a Florida corporation, on behalf of the Corporation. They are personally known to me and did not take an oath.



John K. McClure
Printed Name: _____
Commission No. _____
Commission Expires: _____
Notary Public, State of Florida at Large

(affix notarial seal)

PREPARED BY:
JOHN K. McCLURE
SWAINE AND HARRIS
425 South Commerce Avenue
Sebring, Florida 33870

CONSERVATION EASEMENT

STATE OF FLORIDA

COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Regulation Permit Number 281571019 to Sun 'n Lake of Sebring Improvement District on September 11, 1989, Sun 'n Lake of Sebring Improvement District (Grantor) has granted to the State of Florida Department of Environmental Regulation, 2600 Blair Stone Road, Tallahassee, Florida, a conservation easement in accordance with Section 704.06, Florida Statutes (1987), in and over the real property in Highlands County, Florida, described on Schedule "A" attached hereto.

In accordance with Section 704.06, Florida Statutes (1987) and the terms of this easement, the following activities are prohibited on the subject property:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

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CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED

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REC BY: SALLY BLONDIN

Permit number 281571019

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such retention of land or water areas;

8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance;

9. The 196.44 acre scrub jay preserve shall be managed under the guidance of the Florida Game and Fresh Water Fish Commission (FGFWFC) and the United States Fish and Wildlife Service (USFWS) to enhance the scrub jay habitat. The management program shall include periodic controlled burning and selective cutting as required by the FGFWFC and USFWS. In addition, with written approval from the FGFWGC and USFWS, the grantor may make certain uses of the preserve which do not conflict with scrub jay usage of the area, such as limited trails and walkways and construction of drainage conveyances. However, no use of the preserve area shall occur without specific written approval from the FGFWFC and USFWS.

This easement does not preclude the activities from being undertaken on the subject property authorized pursuant to Permit Number 281571019.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Conservation Easement hereby granted shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

DECLARATION OF RESTRICTIONS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that HIGHLANDS COUNTY TITLE and GUARANTY LAND COMPANY is the fee title owner of the following described property, to-wit:

SUN 'n LAKES ESTATES OF SEBRING Subdivision, Units 11 through 16, according to the plats thereof filed and recorded in the office of the Clerk of Circuit Court of Highlands County, Florida. Plat Book 9, Pages 69, 70, 71, 73 and Plat Book 10, Pages 3 and 4.

WHEREAS, the said HIGHLANDS COUNTY TITLE and GUARANTY LAND COMPANY desires that all of the above property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said property or any portion thereof.

NOW, THEREFORE, in consideration of the premises, HIGHLANDS COUNTY TITLE and GUARANTY LAND COMPANY and upon each and every person and corporation who or which shall hereafter become the owners of said property, or any portion thereof, their heirs, successors and assigns, to-wit:

A. Restrictions on lots will be subject to the "SCHEDULE OF DISTRICT REGULATIONS OF HIGHLANDS COUNTY, FLORIDA" with reference to the various zoning classifications of SUN 'n LAKE ESTATES OF SEBRING, as approved by the Planning and Zoning Board and The Board of County Commissioners of Highlands County, Florida. With the following additions and/or exceptions:

1. No residence on a water-front or golf course fronting lot shall contain less than 1,000 square feet of livable floor areas in one story homes, exclusive of porches, garages, carports, etc.
2. Plans and specifications for all dwellings as well as any and all accessory buildings or structures of any kind, and also bulkheads, sea wall, mooring slips, canals, boat slips or docks, filling or dredging beyond any lot line shall first be approved in writing by the Subdivider or its duly authorized agent prior to commencement

of any such construction. If a lot borders a canal or lake, the bed of the canal or lake and the waters above are not included.

Portions of the Plat marked "Reserved" are the private property of the Subdivider and not subject to these conditions and restrictions.

The Subdivider reserves the right to release in whole or in part any restriction hereunder or to include in any contract or deed hereafter made any additional restrictive covenants providing same are not inconsistent with these here contained.

3. No trailer (except in mobile home area), basement, tent, shack or other outbuilding may be used as temporary residence.
4. No sign of any kind shall be displayed to the public view except a professional sign of not more than one sq. Ft. in area or a sign of not more than 5 sq. ft. area advertising the property for sale or rent.
5. No oil drilling or refining nor mining operation of any kind shall be permitted on any lot. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that usual household pets may be kept provided they are not involved in any commercial purposes and they do not constitute a nuisance.
6. No lot shall be used as a dumping ground for rubbish. All trash or other waste shall be kept in sanitary containers.
7. No fence, wall hedge or shrub of any kind having a height of more than 4 -1/2 feet shall be maintained on any lot except with the written approval of the Subdivider: any fence, wall, hedge or planting of any kind to be erected, planted or maintained on any corner lot must be approved in writing by the Subdivider prior to the installation thereof.
8. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.
9. Easements are expressed reserved in the plats hereinabove described.

10. Any violation or attempt to violate these covenants or restrictions will result in proceedings in law or for equity against a person or persons violating or attempting to violate.

IN WITNESS WHEREOF, the above party has caused these presents to

be signed in its name by its proper officers and its corporate seal to be affixed,

attested by its Assistant Secretary, the 12th day of October , 1971.

WITNESSED BY:

HIGHLANDS COUNTY TITLE and GUARANTY
LAND COMPANY

Christine E. Green

Linda Phillips

Leo N. Quinn (SEAL)

Attest

William M. White
Assistant Secretary

This instrument has been prepared by Janis L. Owen an employee of
HIGHLANDS COUNTY TITLE AND GUARANTY LAND COMPANY, 1035 N. E. 125 Street,
No. Miami, Florida 33161

DEED RESTRICTIONS

Re:

Lots 1-27, Block 707, Unit 4; Lots 1-5, Block 280, Unit 13;
 Lots 1-16, 25-29, W-ly 1/2 of Lot 30, and 71-86, block 30, Unit 2;
 Lots 1-32, Block 257, Unit 13; Lots 1-39 and W-ly 1/2 of Lot 40,
 Block 325, Unit 15; Lots 1-42, Block 394, Unit 18; Lots 5-14,
 Block 40, Unit 3; Lots 1-94, block 132, Unit 9; and Lots 95-131,
 Block 132, Unit 12 SUN 'N LAKE ESTATES OF SEBRING

H. F. DEVELOPMENT CO. (hereinafter "H.F."), a Florida corporation, as owner or grantor of the above described lots, does hereby impress and impose upon said lots as covenants running with the land the following use restrictions which shall be deemed to supplement any and all prior use restrictions pertaining to said lots appearing from declarations recorded among the public records of Highlands County, Florida.

1. All proposed uses of the subject lots and the improvements contemplated in furtherance of such uses shall first be submitted to H. F., its assigns or successors, for advance approval. The following uses are specifically prohibited upon the subject lots:

Convention hall or auditorium; bowling alley; dance hall; liquor lounge; open air theater (including drive-in movie theater); skating rink; residential property use; automobile agency; car sales lot; shooting gallery; flea market; swap shop; bath and massage parlor; bingo-gambling establishment; amusement or recreational facility; an establishment for the sale or display of film, literature or merchandise for adults only, commonly referred to as an "adult book store"; display or sale of model homes or other residential real estate.

2. All structures to be approved shall be limited to one story in height with a maximum floor area equalling 20% of the land area of lot(s) upon which they are to be located.

3. Architectural and landscape plans must be submitted in advance to H. F. for approval in writing by it, or its assigns or successors. This shall be done prior to the submittal of such plans for purposes of obtaining building permits or other required governmental approvals.

4. As the subject lots abut a residential neighborhood, all architectural and landscape plans shall require for their approval a visual buffer. Such buffer shall be constructed parallel to the rear lot line of the subject lot(s), be located 10 feet within such lot(s) as measured perpendicular

R-Sun & Lake

to such rear lot line(s) and shall consist of wood or concrete construction. All visual buffers shall be six (6) feet in height. Visual buffer design shall be considered as a material part of the architectural landscape plan approval process.

5. To the extent these use restrictions conflict with any other restrictions heretofore recorded of public record for the subject lots, these use restrictions shall control and be deemed to amend such conflicting restrictions.

Witnesses:

Decker
Emilio R. House

H. F. DEVELOPMENT CO.,
a Florida corporation

By:

Donald E. Hughes, President

Return to: Donald E. Hughes
P.O. Box 249
Ft. Pierce, Fla. 34954

0746949
11 SEPTEMBER 91 09:09 AM

EARL RICH
CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED
972 SUN W LAKES ESTATES
REC BY: CAROL SCHOTT

EARL RICH
CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED
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972 SUN W LAKES ESTATES
BOOK & PAGE : 1154386
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LAST ENTRY :
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0:01 1 REC FEE 2+ 4.00 4.00
0:06 1 MODERN 2+ .50 .50
00055717 TOTAL 10.50
BY: Carol Schott DEPUTY CLERK