

**RESTATEMENT OF DECLARATION OF RESTRICTIONS AND MAINTENANCE
COVENANTS FOR COVERED BRIDGE**

RECITAL: This is an Amendment and Restatement of those certain covenants and restrictions recorded in OR Book 495, Page 364 Public Records of Highlands County, Florida and subsequently amended from time to time. This Restatement has been approved by more than 66% of the lots within "COVERED BRIDGE" and has been so certified by the President and Secretary of COVERED BRIDGE ASSOCIATION, INC. (Association). Now, therefore, be it resolved that the Declaration of Covenants & Restrictions for "COVERED BRIDGE", is hereby amended and restated in its entirety as follows:

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Maintenance Association" or "Association" shall mean and refer to Covered Bridge Association, Inc., a Florida corporation not for profit, the Charter and By-Laws, copy of which are attached hereto and made a part hereof as Exhibits B and C respectively.

(b) "Developer" shall mean and refer to COVERED BRIDGE, INC., its successors or assigns.

(c) "Covered Bridge" shall mean and refer to the real property described in Exhibit A attached hereto. The Exhibit A property provides for 400 single family or mobile home residential sites plus the common areas hereinafter mentioned.

(d) "Lot" shall mean and refer to any platted or unplatted lot or parcel which is available as a site for the installation and construction of a mobile home, single family residence or duplex residence (villa) or any property used or set aside for use as a common facility or recreational facility for the benefit of the owners of lots in Covered Bridge.

(e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any lot which is a part of Covered Bridge, including contract sellers, but not contract purchasers, until such purchaser acquires title to his lot. Each owner shall be entitled to cast one vote for each lot owned.

(f) "Common Areas", for the purposes of this document, shall without limitation, include:

(i) All properties within Covered Bridge conveyed to “Association”, or dedicated to a public body, including – entrance gates, if any; all roads and rights of way; drainage structures, swales and other drainage facilities;

(ii) All properties which are specifically designated as being subject to easements of whatever nature and purpose;

(iii) The “Country Club” or “Country Club Property” constituting the country club facility located in Covered Bridge, including the clubhouse and all other related and appurtenant recreational facilities, and the real property on which same are situated and which are in part commonly known as the Community Center.

ARTICLE II

Property Subject to Declaration

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Highlands County, Florida, and is legally described on Exhibit A attached hereto, all of which real property shall hereinafter be referred to as “COVERED BRIDGE” and such additional property as may be included within Covered Bridge by amendment hereto as hereinafter provided.

ARTICLE III

Easements

Section 1. In those areas set aside on the recorded plats covering the property of Covered Bridge for easements (regardless of the characterization of expressed purpose of same), there is hereby reserved by and/or granted to Association the full, complete unrestricted and perpetual right and easement for the purpose of creating, constructing, installing, and maintaining all utilities, whether publicly or privately owned, operated or administered including without limitation, water, sewer, electricity, gas, telephone and television cables.

Section 2. In all of the common areas described in Article I (f) there is hereby reserved by and/or granted to Association the full, complete, unrestricted and perpetual right of easement of ingress and egress from, to, on, over, under and above such common areas for the purpose of implementing, carrying into force and effect and enforcing the Declaration of Restrictions and Maintenance Covenants.

Section 3. Perpetual easements in, to, on, under, over and above “Covered Bridge” are hereby reserved by and/or granted to Association for the creation, construction, reconstruction, maintenance and repair of roads and rights of way and utilities, and such other uses and purposes as Association may deem necessary or appropriate for the service of and to any and all parts of the subject property. The Association reserves the exclusive right to assign

to any person, firm or corporation separately or as a whole, any and all of said easements and rights. Any wall, fence, paving, planting or other object constructed, installed or placed within the boundary of any property subject to any such easement by the owner of any property on which the easement lies shall be removed, if required by the Association, at the expense of said owner. The Association reserves the perpetual right of ingress and egress to and over any private property if necessary In order to exercise Association's rights herein granted and reserved.

Section 4. The easements hereby granted or reserved insofar as they relate to privately owned residential property shall be effective only in favor of the owners of such property and Association, and may not be exercised by any other owner.

Section 5. The easements hereby reserved and granted shall be appurtenant to and pass with the title to every lot and constitute covenants running with the land; subject, however, to the following:

(a) The right of the "Association" (in accordance with Association's Articles and By-Laws), to borrow money for the purpose of improving the "Common Areas" and in aid thereto: to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) The right of the Association to dedicate or convey or transfer all or any part of the "Common Areas" defined in Article I (f) (i) and (ii) to any public agency, authority or utility;

(d) All provisions of this Declaration, any plat of all or any part of the property in "COVERED BRIDGE", and the Articles of Incorporation and By-Laws of Association;

(e) Rules and regulations governing use and enjoyment of the "Common Areas" heretofore or hereafter promulgated by Association;

(f) Restrictions contained herein or on any and all plats of all or any part of "Common Areas" or filed separately but in conjunction with such platting;

(g) The provisions of Section 1 of this Article III.

ARTICLE IV

Organization of Association

The Developer caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as COVERED BRIDGE ASSOCIATION, INC., in accordance with the Articles of Incorporation, of which a copy is annexed hereto as Exhibit B and made a part hereof by reference. The Articles of Incorporation of said corporation and/or its By-Laws (heretofore or

hereafter adopted) may, among other matters, provide for the exercise of architectural control of improvements constructed in, on and about the COVERED BRIDGE property.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments.

Each owner of any lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any special or regular assessments or charges for normal maintenance, repairs and operations; (2) any special assessment for capital improvements or major repair; and (3) the exterior maintenance easement (as set forth hereafter). Such assessments as fixed, established and collected from time to time as hereinafter provided, together with interest thereon from due date at the rate of 10% per annum and costs of collection thereof, including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the "Common Areas". In addition, on an annual basis, Association shall determine whether late payment penalties shall be assessed and the amount of said penalty provided the penalty shall not exceed the maximum allowed by law.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents, and/or occupants or authorized users of the subject property, COVERED BRIDGE, and, in particular, for the improvement and maintenance and repairs of the "Common Areas", including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Determination of Assessments. The Board of Directors of the Association shall fix the amount of all regular annual assessments in accordance with the projected financial needs of the Association, provided, should the amount of the regular assessments, as determined by the Board of Directors, exceed by more than ten (10%) percent the amount of the regular annual assessment for the prior year, then said projected annual assessment shall be adopted by the membership at a meeting duly called for that purpose. In addition, all special assessments which are determined to be necessary by the Board of Directors, shall be adopted by the membership at a duly called meeting for that purpose.

Each owner of a lot in "COVERED BRIDGE" shall pay his prorata share of the cost of maintaining the common areas and recreational and common facilities. All developed lots (lots upon which a mobile home, single family residence, or duplex (villa) has been constructed, and an appropriate certificate of occupancy been issued therefore) shall be assessed equally. All

undeveloped lots shall pay an assessment equal to one-eighth (1/8) of the assessment (annual or special) for developed lots. Maintenance shall mean, without limitation, the cost for the payment for taxes, insurance, utilities, repairs, replacements, upkeep, legal and accounting fees, bookkeeping and salaries of all employed personnel.

Section 4. Method of Payment. Assessments shall be payable monthly in advance or in lump sum or in periodic installments as may be determined by said Board of Directors. Further, if monthly installments are to be made in any given year if the assessments are two (2) months delinquent on a lot, then the Directors may accelerate the entire remaining balance for the year.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date and the amount of the assessment against each lot for each assessment at least thirty (30) days in advance of such assessment date, and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

The Association shall upon demand as required by law (or if there is no legal requirement within a reasonable time), furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments: The Lien. Remedies of Association. If the assessments are not paid within fifteen (15) days of the date when due, then such assessment shall become delinquent and shall accrue no interest but shall be assessed a late charge of \$10.00 and costs of collection thereof, including reasonable attorney's fees, whether suit be brought or not, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

The lien herein granted to the Association shall be effective from and after the time of recording among the Public Records of Highlands County of a claim of lien stating the description of the lot which is subjected to the lien, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien shall have been fully paid, and shall also secure any additional assessments coming due after recordation of the lien but before satisfaction of same.

The lien hereby granted to the Association may be foreclosed either in the manner in which a mortgage on real property is foreclosed; or, alternately, at the option of the Association, in the manner in which statutory liens on real property are foreclosed, or at the further option of the Association, by any other remedy available to the Association for the foreclosure and enforcement of the said lien. Upon full payment of the amounts secured by the lien (including

subsequent assessments), the party making payment shall be entitled to a recordable satisfaction discharging the lien as to such arrearages, interest and cost.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide institutional mortgage or mortgages now or hereafter placed upon the lot subject to assessment which have not accrued prior to the recordation of the mortgage and further provided that the institutional mortgage shall be responsible for those assessments set forth in FS 720.3085 as amended from time to time.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) Any land conveyed to or dedicated and accepted by any governmental body or agency and devoted to public use;

(b) All of the "Common Areas" as defined in Article I hereof.

ARTICLE VI

Miscellaneous Provisions – Restrictions, Etc.

(a) Use of Property. No lot or lots in Covered Bridge shall be used for any use except for the erection and installation of single family homes or mobile type homes for single family residential use, or duplexes (villas), together with attached appurtenant accessory structures; provided, however, that the foregoing shall not prohibit Association from erecting one or more recreational service or social centers or other recreational facilities or using portions of Covered Bridge for other uses as permitted under present or future zoning ordinances and regulations.

(b) No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of Association.

(c) Mobile Home Minimum Requirements. Each and every mobile home placed or installed upon any lot within Covered Bridge shall be installed on the lot only by an installation agency approved and accepted by Association as to time for performance and quality of installation pursuant to Association's standards and complying with all applicable governmental standards. "Installation" as used in this paragraph shall mean the following:

- (i) An aluminum fabricated patio roof including posts and fascia;
- (ii) An aluminum fabricated carport roof including posts and fascia;
- (iii) A concrete patio slab at ground level;

- (iv) A concrete carport slab;
- (v) One concrete driveway in compliance with current building codes;
- (vi) An Association approved skirting material sufficient to enclose entire base of home;
- (vii) Water, sewer and electricity connected from mains to home;
- (viii) Mobile home completely set up on piers, leveled, and running gear and tongue removed;
- (ix) Mobile home tied down;
- (x) Preliminary and final surveys.

The foregoing shall be construed to be the basic installation requirements. Notwithstanding the foregoing, Association shall bear no responsibility to any party, to assure that the installation process has complied with governmental standards or to the standards of Covered Bridge.

(d) Architectural Control. No building, single family residence, mobile home, duplex (villa) or other structures shall be erected, placed or altered on any lot nor shall any addition or change thereto be made until the construction plans and specifications, showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure, have been submitted to and approved in writing by Association. Association is hereby delegated the authority, but not the obligation, to review and approve modify or disapprove the plans and specifications, referred to above as to quality of workmanship and materials, harmony or external design with existing structures and location, with respect to topography and finished grade level, in the best interest of Covered Bridge. Approval or disapproval as required in these covenants shall be in writing. In the event Association fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced within one year of its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

(e) Dock, Wharf, Boathouse. No dock, wharf, landing, boathouse, boat or other structures extending into or over any canal, waterway or drainage easement in Covered Bridge shall be permitted or constructed without the prior written consent and approval of the Association.

(f) Irrigation Wells. No well, except for irrigation purposes, nor septic tank shall be constructed within Covered Bridge.

(g) Signs. No signs or advertisements shall be displayed in Covered Bridge or its right-of-way except for signs advertising the sale or rental of a unit/lot or for garage sales provided that the signage may not exceed 3 foot by 3 foot.

(h) Parking Restrictions. No boat, boat trailer, truck or commercial vehicle, camper, recreational vehicles or any similar property shall be stored within any home site or any roadway or driveway in Covered Bridge, unless stored in a structure approved by Association in writing. Pickup trucks and vans shall not be subject to the foregoing parking restrictions.

(i) Mobile Home Dimensions Requirement. Association shall have the right to specify minimum square footage requirements of mobile homes placed in specific blocks within Covered Bridge subject only to the absolute minimum sizes set forth herein. No mobile home designated as a “double” or “modular” model shall be less than thirty-four (34’) feet in length and twenty (20’) feet in width.

(j) Sanitary Requirements. Any mobile home placed on any lot or lots must have complete sanitary facilities including, among others, lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets and the water supply in conformity with Highlands County health requirements.

(k) Garbage Disposal. At time of occupancy, each owner shall be responsible for installation of garbage receptacles and for arrangement with the franchised collector or removal of garbage on a regular basis and the lot owner shall not store or remove garbage or trash in any other manner. Said garbage receptacles shall be placed in such manner that they are not visible from any street or other lot.

(l) Animals – Pets. No animals, fowl or reptiles shall be kept on the subject property nor shall husbandry of animals or fowls be conducted or maintained upon the said premises. This provision shall not apply to the keeping of ordinary household pets, except that no cats or dogs shall be allowed off any lot of any owner, except on a leash.

(m) Nuisances. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted in writing to the Association for a decision. Association’s decision shall be in writing and shall be final and binding.

(n) Property to be Maintained in Clean Condition. Etc. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his demised premises clean and free of weeds, underbrush or refuse piles or other unsightly growths or objects, then Association may enter upon said premises and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

(o) No Walls, Fences Etc. No wall, fence, hedge, barbeque pit or any other structure of any nature or character whatsoever shall be placed, constructed, erected, maintained or permitted within Covered Bridge except with the express written permission of Association. Association shall establish uniform standards for such structures and installments. If Association provides or arranges and/or contracts for a master television antennae and/or cable system, all dwelling units must use such master system, and the cost for same as agreed to by the Association with any such corporation, firm, person or entity providing such service shall be obligatory on all dwelling units regardless of whether they avail themselves of such facilities.

ARTICLE VII

Exterior Maintenance

If the Association in its sole judgment determines that the exterior of any lot and all of its facilities is not being maintained properly, it may notify the owner of such lot in writing, specifying the nature of the condition to be corrected, and if the owner has not corrected same within thirty (30) days after date of said notice, the Association, in its sole option and election, may correct such condition. Such corrective measures may, without limitation, include the painting, repairing and replacing of roofs, gutters, downspouts, exterior walls and building surfaces, exterior boundary type walls, trees, shrubs, grass, walks and other exterior improvements.

Section 1. Assessment of Costs. The cost of such work, service and materials shall be assessed solely against the lot upon which same is performed. Any such special assessment or charge shall be a lien on such property and the obligation of the owner thereof, and shall become due and payable in all respects together with interest, fees and the cost of collection, including reasonable attorney's fees, as is hereinbefore provided for the other assessments of the Association.

Section 2. Access at Reasonable Hours. For the purpose of performing the services authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any living unit at reasonable hours on any day except Saturday and Sunday. This section is supplementary to and not in limitation of the easement rights of Association hereinbefore provided.

ARTICLE VIII

Term of Covenants and Restrictions

The covenants and restrictions of this Declaration shall be for a period of 99 years, and shall automatically be extended for successive, additional 99 year periods unless terminated or modified by the affirmative vote of the Association members owning at least 95% of the lots within Covered Bridge as it is then constituted at any meeting called and held for such purpose

in the same manner as is provided for in succeeding Article XI dealing with meetings of Association called to consider amendments to this Declaration.

ARTICLE IX

REMOVAL OF MOBILE HOMES

Removal of any mobile home shall only be by a properly licensed removal or hauling agency or contractor. Such removal shall be accomplished in a manner so as to:

- (a) Leave the lot in a clean, sightly condition properly filled, graded, and landscaped; and
- (b) Secure the electrical and plumbing connections in a sound, safe and sightly condition; and
- (c) Prevent the roads and any other common property and/or the private property of others within COVERED BRIDGE from being injured or damaged in any respect.

The owner and his lot from which such mobile home may be removed shall be financially liable and responsible for the foregoing and Association shall have a lien on the owner's lot to secure compliance, said lien and the enforcement thereof being that as is set forth in Article V.

ARTICLE X

ADDITIONAL ASSESSMENT AND LIEN PROVISIONS

Wherever and whenever, in the enforcement and/or the implementation of Association's rights, duties and obligations as provided for in these Restrictions and Maintenance Covenants the Association expends monies, the Association shall have the absolute right to make assessments for the payment thereof and have the liens securing such assessments and the rights to enforce collection of such assessments by lien foreclosure or otherwise, all as is provided for in Article V and other applicable Articles of this Declaration.

ARTICLE XI

Amendments

An amendment or amendments to this Declaration of Maintenance Covenants may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Maintenance Covenants being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the

Association or other officer of Association in the absence of the president, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty (20) days not later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage, therein, prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by 66% of the lots within Covered Bridge as it is then constituted, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the president and secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Highlands County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Restrictions and Maintenance Covenants. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the members of the Association, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the secretary of Association at or prior to such meeting.

ARTICLE XII

Notices

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when sent via regular U.S. Mail, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association.

ARTICLE XIII

Covenants Running with the Land

These Covenants shall run with the land and shall be binding upon the owners, their heirs, successors and assigns.

ARTICLE XIV

Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these restrictions and covenants; and failure by Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XV

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XVI

Binding Upon

This Declaration of Maintenance Covenants and restrictions shall be binding upon and inure to the benefit of Association and the owners of lots in Covered Bridge and their heirs, legal representatives, nominees, designees, successors, and assigns.

ARTICLE XVII

Party Walls

A. A portion of "COVERED BRIDGE" is owned, and has been developed for duplex (villa) units. Each wall is built as a part of the original construction of the duplex (villa) units and placed on the dividing line between any lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, and liability for property damage due to negligence or willful acts or omission shall apply thereto.

B. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

C. If a party wall is destroyed or damaged by fire, or other casualty, any owner who has used the wall may restore it, and if the other owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof. This rule shall not apply in the event that the wall was damaged due to negligence in which case the negligent owner shall pay for the entire cost of reconstruction and repair.

D. The right of any owner to contribution of any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

E. The owner of each duplex (villa) unit shall have a right of entry (ingress and egress) into the other portion of the duplex (villa) owned by the other owner, for the purpose of inspecting the party wall, and any other purposes concerning the party wall contemplated by this Article. Such right of entry shall be exercised only at reasonable times, upon notice, and may be exercised by the owner's agents and employees.

F. Each owner of a duplex (villa) shall have the right to demand of the other owner that said other owner adequately insures his unit, so as to allow complete restoration of the villa units in the event of any casualty to said units. Immediately after a casualty damage to any part of a duplex (villa) the owner or owners of the unit or units shall attain reliable and detailed estimates of the costs necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, and thereafter shall so reconstruct and repair said unit or units in a timely manner.

ARTICLE XVIII

Common Areas; Road System

Any lot owner may make use of all common facilities, all common properties, inclusive of recreational facilities within the "COVERED BRIDGE". Recreational facilities may be reserved through the Association upon payment of a reasonable fee to the Association. A prospective purchaser of any property within the "COVERED BRIDGE" shall be entitled to reasonable use of a road system throughout the "COVERED BRIDGE", and an easement for ingress and egress is hereby granted to said prospective purchaser over said road system. All lot owners, their guests and invitees shall have a right to use said road system.

ARTICLE XIX

Age Limitations

The ownership and use of the homesites shall be restricted to mature adults who must be 55 years of age or older without minor children; provided, however, if occupants are married and one spouse is 55 years of age or older, the other spouse may be less than 55 years of age. Any exceptions to this provision shall require approval of the Board of Directors of Association.

No minor children shall be permitted to occupy the property except on a temporary basis, not to exceed four weeks of continuous duration and no minor child or children may be present in any one unit for more than thirty (30) days in any calendar year. The purpose of this restriction is to provide a quiet and tranquil "seniors only" adult living community.

The purpose of "Covered Bridge" is to provide housing for older persons. To achieve this purpose the Association shall continue to provide, as it has in the past provided, significant facilities and services designed to meet the physical and social needs of older persons as required by federal regulations pertaining to adult only occupancy.

To insure that "Covered Bridge" always complies with the federal regulations that at least eighty (80%) percent of the occupied units be occupied by at least one person 55 years of age or older, and so that it can demonstrate compliance with the federal regulations permitting "Covered Bridge" to restrict occupancy to older persons, the following use and transfer restrictions and information requirements are hereby adopted:

(a) Each owner and/or occupant of a "Covered Bridge" homesite must provide authenticated proof of age to the Association through its Board of Directors.

(b) The Association shall maintain the necessary records pertaining to the age of the occupants in "Covered Bridge", the percentage of occupation by those with at least one person 55 years or older and shall vigorously enforce all of the provisions of this Paragraph 1 so that "Covered Bridge" will not lose its exemption.

(c) No owner of a homesite shall lease it to any person or persons unless at least one person 55 years or older shall be occupying the premises; and any such owner shall provide the Association with authenticated proof of age for all occupants before entering into any lease agreements (in addition to complying with other requirements of this Paragraph 1).

(d) No owner of a homesite may sell, exchange or gift such homesite to a transferee or transferees when at least one of whom is not 55 years of age or older unless the owner first obtains written certification from the Association that the occupancy rate by persons, at least one of whom is 55 years or older, is a minimum of ninety (90%) percent at that time.

(e) Any owner of a homesite who acquires his homesite by will or inheritance must within a reasonable time:

(i) Occupy the homesite if one of the occupants is 55 years of age or older;

(ii) Lease or rent the homesite to an occupant as provided for in subsection (c);

(iii) Sell, gift or exchange the homesite to a transferee or transferees at least one of whom is 55 years or older; or

(iv) Sell, gift or exchange the homesite as provided for in subsection (d).

(f) Any owner of a homesite shall, before entering in an agreement to sell or exchange or before consummating a gift, provide the Association with authenticated proof of age for the transferee or transferees.

(g) Any agreement, lease or conveyance which is not in conformity with the terms, provisions and requirements of this Paragraph 1 is null, void and of no binding effect; and shall subject both parties to an action for damages and/or injunctive relief.

ARTICLE XX

Rules and Regulations

The Board of Directors of the Association shall have the right to adopt reasonable rules and regulations regarding the use and enjoyment of the Common Areas of COVERED BRIDGE specifically including the community center and any storage facilities. The initial set of rules and regulations for COVERED BRIDGE is attached as Exhibit D hereto. The Association shall have the right to assess fines for the breach of the Rules and Regulations for COVERED BRIDGE in amounts which may exceed \$1,000.00 provided the procedures for imposing fines set forth by Florida Statute 720 are followed.

IN WITNESS WHEREOF, this instrument has been executed by the Association by its duly authorized officers this 5th day of February, 2013.

[signature and notary block intentionally omitted]

EXHIBIT "A"

TO

DECLARATION OF RESTRICTIONS AND MAINTENANCE

COVENANTS FOR "COVERED BRIDGE"

All of the property included in the plat of Venetian Village (revised), as recorded in Plat Book 11, at Page 12 of the public records of Highlands County, Florida