

# INDEX OF AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS FOR ARBOR LAKES UNITS I, II, III, & IV & AMENDMENTS THERE-TO

As executed on June 29<sup>th</sup>, 2004 and recorded in Citrus County July 9<sup>th</sup>, 2004

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Cover sheets, signature pages, certifications, and exhibits were intentionally not reproduced and can be found at <https://search.citrusclerk.org/LandmarkWeb>, as recorded on 7/9/2004, 1/12/2005, 12/6/2006, 4/25/2016, 1/26/2017, January 2021, January 2022, 1/23/2023, and April 2024.

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR ARBOR LAKES - UNITS I, II, III & IV

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS I & II and DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS III & IV (hereinafter referred to as the "Declaration") is made this 21<sup>st</sup> day of June, 2004 by Arbor Lakes Partnership, a Florida General Partnership, its successors and assigns (hereinafter the "Developer").

WHEREAS, ARTICLE III, Section C, Paragraph 30, of the Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II, as previously recorded in the public records of Citrus County, Florida, authorizes the amendment of such covenants, conditions and restrictions by the recording of an instrument signed by Developer; and

WHEREAS, the amended and restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I and II, Declaration of Protective Covenants and Restrictions for Arbor Lakes Units III and IV have been amended on March 28, 1999 as recorded at Official Records Book 1416, Page 128, Public Records of Citrus County, Florida, and on June 3, 1999, at Official Records Book 1308, Page 962, Public Records of Citrus County, Florida and on January 27, 1997 as recorded at Official Records Book 1168, Page 676, Public Records of Citrus County, Florida; and

WHEREAS, Developer has determined the need to amend, modify, except or vary the Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II in order to clarify certain provisions and to resolve issues that have arisen since the original filing thereof and to amend the provisions for Units III and IV; and

WHEREAS, Developer has also determined that the following amendments, modifications, exceptions or variances to be substantially consistent with the general uniform plan of residential development for Arbor Lakes; and

WHEREAS, by virtue of the signatures below the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II are hereby amended in their entirety and the original Declaration of Protective Covenants and Restrictions For Arbor Lakes - Units III and IV is hereby amended as set forth below; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Developer desires to subject the Property, together with such additions as may be made to such Property in accordance with the provisions contained hereinafter, to the covenants restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for

the benefit of such Property and each owner of such Property; and WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a not-for-profit corporation, ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "Association"), for the purpose of exercising the functions stated above, which Association is not intended to be a condominium association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and be binding on all parties having any right, title or interest in the Property, their heirs, successors, and assigns and shall inure to the benefit of each such party.

#### ARTICLE I DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "Arbor Lakes" shall mean and refer to, that portion of the property described on attached Exhibit "A" which constitutes approximately 370 residential lots in Arbor Lakes - Units I, II, III and IV in the planned community to be developed on the Property, together with such additions thereto, if any, as may hereafter be made pursuant to this Declaration.

2. "Association" means Arbor Lakes Property Owners Association, Inc., a Florida corporation, not-for-profit, responsible for (a) operating the project of Arbor Lakes, or (b) certain duties relating to a particular portion of Arbor Lakes as may be referred to in this Declaration.

3. "Articles" means the Articles of Incorporation of the Association and amendment thereto, copies of which are attached hereto and incorporated herein by reference as Exhibit "B" and Exhibit "D", respectfully.

4. "Amended By-Laws" means the By-Laws of the Association and amendment thereto, copies of which are attached

hereto and incorporated herein by reference as Exhibit "C" and "E", respectfully.

5. "Developer" means Arbor Lakes Partnership, a Florida General Partnership, its successors and assigns.

6. "Declaration" means this instrument and any and all supplements or amendments thereto.

7. "Board" or "Board of Directors" means the Board of Directors of the Association.

8. "Lot" means a portion of the Property upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (as hereinafter defined).

9. "Single Family Lot" means a Lot upon which not more than one (1) Dwelling Unit may exist at any time according to restrictions contained in this Declaration.

10. "Undeveloped Lot" means a Lot upon which no Dwelling Unit was issued a final certificate of occupancy by the appropriate governmental authority.

11. "Dwelling Unit" means any residential structure intended as an abode for one (1) family constructed in Arbor Lakes, Units I, II, III or IV.

12. "Villa Style Dwelling Unit" means the type of single family residential structure contemplated for construction in Arbor Lakes Units III and IV where additional outside maintenance is to be provided by the Association.

13. "Outside Maintenance Assessments" means those additional assessments for Villa Style Dwelling Unit owners in Unit III and Unit IV for the outside maintenance of their homes.

14. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit in Units I, II, III or IV and includes Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

15. "Lot Owner" means the owner or owners of the fee simple title to a Lot in Arbor Lakes, Units I, II, III or IV and includes Developer for so long as it is the owner of the fee simple title to a Lot.

16. "Owners" means, collectively, all Dwelling Unit Owners and all Lot Owners.

17. "Property" means all real property located within Arbor Lakes Units I, II, III, & IV.

18. "Quorum" shall mean the presence at the meeting of members entitled to cast, or of proxies entitled to cast, 30% of the eligible votes of the membership at any meeting of the Association called and held in accordance with the by laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

18. "Residential Property" means all portions of Arbor Lakes designated as such in this Declaration, within the Property or any additions thereto as permitted by this Declaration, and upon which Dwelling Units may be constructed.

19. "Common Area" means, collectively, the portions of Arbor Lakes outside of the Lots and each portion designated or dedicated as a "Common Area" in this Declaration or the Plats of Arbor Lakes Units I, II, III and IV and which shall be used for Common Area purposes. Common Areas include any open spaces or natural area, or facilities utilized or intended for use for athletic, recreational or social purposes and amenities associated therewith such as, but not limited to, streets, drives, driveways and parking, recreation and storage facilities, amenities supporting the property of Arbor Lakes, sewer, water, storm drainage and retention ponds. The purposes for which a particular Common Area may be utilized may be limited by any special provisions of this Declaration or the Plats of Arbor Lakes - Units I, II, III and IV to which the particular Common Area in question is subject.

20. "Association Property" means such portions of the Common Areas as are dedicated to the Association or conveyed to the Association. Unless and until the Common Areas are conveyed to the Association, same shall not be deemed to be Association Property.

21. "Arbor Lakes Governing Documents" means, in the aggregate, the Plat, all Replats, the Declaration, and all Replat Declarations and the Articles, the By-Laws, and all of the instruments and documents referred to therein or referred to herein.

22. "Operating Expenses" means the actual expenses for which Owners are liable to the Association as described in the Declaration and in any other of the Arbor Lakes Governing Documents, and includes, but is not limited to, the actual costs and expenses incurred by the Association in administering, operating, reconstructing and maintaining the Common Areas and Association Property attributable to, located in or used by the Owners of Arbor Lakes.

23. "Institutional Mortgagee" means (a) any lending institution having a mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business

in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution(s) as the Board shall hereafter approve in writing which has acquired a mortgage upon a Lot or Dwelling Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, including the Veterans Administration, or the successors and assigns of such lenders (herein referred to as the "Lenders"), which have loaned money to Developer to acquire, or construct improvements upon, the Common Area or have loaned money to Owners and which hold a mortgage upon any portion of the Property securing such a loan.

24. "County" means the County of Citrus, Florida.

25. "Standing Committees": means those committees created by the Association, which committees shall give recommendations to the Association for enforcement of the items set forth in this declaration. Each Standing Committee will be composed of the number of Board Members required by Florida Law and a minimum of at least two (2) Arbor Lakes property owners who are approved by the Board.

26. "Voting Member" shall mean and refer to the person appointed as the voting representative for a residential lot on a duly executed Voting Member Designation Certificate on file with the Association secretary.

27. "Turnover Date" shall be **July 1, 2004.**

28. "Plats" shall mean and refer to those Plats for Arbor Lakes - Units I, II, III or IV as previously recorded, or to be recorded in the Public Records of Citrus County, Florida.

29. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the terms "including" shall mean "including without limitation". The headings used herein are for indexing purposes and shall not be used as a means of interpreting or construing the substantive provisions hereof.

30. "Architectural Review Committee" All construction, exterior changes and landscaping requires ARC approval, pursuant to Article III, Section D hereof. The ARC is a standing committee as defined in Section 25 above.

31. "Voting Member Designation Certificate" shall mean a duly executed document naming a "Voting Member" eligible to cast one (1) vote for a designated Arbor Lakes residential lot. Such certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners of the subject Lot and filed with the Secretary of the

- Association.
32. "Duly Appointed Proxy" shall mean a proxy form duly executed by a Voting Member designating an individual eligible to present the proxy form at a specific meeting and cast a vote in the absence of the Voting Member.
33. "Meeting of the Arbor Lake Property Owners Association" shall mean any meeting of the Association called and held in accordance with the By-laws. Business may be conducted at such a meeting if a Quorum is present. If, however, such quorum shall not be present or represented at any meeting, the Eligible Votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

**ARTICLE II**  
**PLAN FOR DEVELOPMENT OF ARBOR LAKES**

**A. Committed.**

Developer has acquired and is the owner of the commercial property located adjacent to the Property and intends to develop or cause to be developed thereon, or upon portions thereof, or upon such additions as may be made to such Property in accordance with the provisions contained herein, commercial development or an additional phase of the Arbor Lakes planned community. In accordance with the applicable land development regulations of the County, the Developer's additional property is presently designated with site plan approval which would permit, the development of Commercial facilities.

In the event the Plan for the property adjacent to Arbor Lakes is approved by the County for the development of residential townhomes, the boundary lines and dimensions shown on the additional phase of the subdivision are subject to minor changes and adjustment as each Lot area is finally determined and platted. The Developer reserves unto itself, its successors and assigns, the absolute right to make such changes and adjustments in the boundaries of additional phases as are necessary to meet the applicable governmental codes, regulations and standards and to carry out the intent of site plan. Additionally, Developer reserves the right to adjust the lot lines of any Lot not previously sold to a person or entity other than Developer. Such changes can be accomplished by amendment to the Plat and to this Declaration by the Developer's signature without the consent of any Lot Owner or Dwelling Unit Owner.

In the event that the Developer elects to develop the property adjacent to Arbor Lakes for residential uses, the same must be approved by the vote in person or by proxy of at least 75% of the membership of the Association at a duly constituted meeting of the membership of the Association after notice to all members.

**B. Uses of Property.**

The Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this amended and restated Declaration, a Plat, or a Replat Declaration, except to the extent as such Replat Declaration may limit. In addition to any other provisions thereof, the provisions of this Declaration, a Plat or a Replat Declaration may restrict specified portions of the Property to specified uses, including, but not limited to, use as Residential Property, Non-residential Property, Open Parcels or Open Areas, Recreation Areas, property to be maintained in a natural state, property to be maintained for drainage and/or water management purposes, and such other purposes and uses that are supportive of the community of Arbor Lakes.

C. Administration and Management of Arbor Lakes.

By this amended and restated Declaration, the Developer hereby adopts Arbor Lakes Property Owners' Association, Inc. as its Association for the purposes of operation, management, and administration of the Property with all those powers as are set forth in this Declaration. Provided, however, the Association shall work at the direction of the Owners of the Lots and Dwelling Units of Arbor Lakes such that the Lot Owners and Dwelling Unit Owners, through their respective majority vote or such vote as may be required as hereafter described, shall direct the Association to enforce this Declaration, collect assessments and to otherwise enforce the rules created. Provided, further, the Developer, upon the approval of at least 75% of the then current membership of the Association, may adopt the Association to operate, manage and administer additional phases of residential property.

**ARTICLE III**  
**LAND USE CLASSIFICATION AND RESTRICTIONS**

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the provisions herein shall be applicable to the Property, and any additions thereto which may be made pursuant to this Declaration, and run with the land, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Property.

1. Residential Property: Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for "Residential Use" (as hereinafter described) only. All Property designated as "Residential Property" in this Declaration, on a Plat or in a Replat, shall constitute Residential Property. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential

purposes such as, but not limited to, streets, drives, driveways, parking spaces, lawn areas and other amenities as an appurtenance to Dwelling Units. No commercial or business occupations may be conducted on Residential Property except for the construction, development and sale or rental of Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services. In addition to the provisions of this Declaration, the Lots shall also be subject to the terms of all applicable Plat or Replats. Plat or Replat Declarations shall designate the Lots subject thereto (all of the Lots which are subject to a particular Replat Declaration being hereinafter collectively referred to as a "Section") and among other things, may provide for, as applicable, (a) the type of Dwelling Units that may be constructed in the Section, and (b) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions for the Section as Developer shall deem appropriate.

2. Common Areas: Common Areas are those portions of the Property designated as, or dedicated for use as, "Common Areas" in this Declaration, in a Plat or on a Replat and shall only be used for "Common Areas" purposes. "Common Area" includes any open spaces or natural area, or facilities utilized or intended for use for athletic, recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking recreation and storage facilities, amenities supporting the Property, sewer, water, storm drainage and retention ponds. The permitted purposes for which a particular Common Area may be utilized may be limited by any specific provisions of this Declaration, a Plat, a Replat, or any other document or instrument to which the particular Common Area in question is subject.

3. Association Property: All of the Association Property including, but not limited to the dock(s) extending into Lake Tsala Apopka, shall be owned and held by the Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof, and subject to the provisions of this Declaration and all applicable Plats or Replats. The costs of administering, operating, maintaining, repairing, replacing, and reconstructing the Association Property, and any improvements to be maintained thereon, shall be a part of the Operating Expenses.

4. Use of Property Not Otherwise Restricted: Except as may be limited in this Declaration, a Plat or Replat, Developer upon receipt of approval of the Board of Directors of the Association shall have the right to make such lawful uses of Property as Developer shall, from time to time, determine.

5. Developer's Reservation of Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Arbor

Lakes, Developer hereby reserves for itself, and its successors and assigns, and the Association recognizes, agrees to, and acknowledges that Developer and its successors and assigns shall have, the right to the use of all Common areas and all other Property for marketing purposes. Further, the Developer may use lots owned by the Developer for sales, offices and/or models without any cost or intolerance to the Developer, and its successors and assigns, for such rights and privileges. For purposes of this Article III, Paragraph A, Subparagraph 5, the term "Developer" shall include any Lender (as defined in Article I hereof) which has loaned money to Developer to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any Property as the result of the foreclosure of any mortgage encumbering Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Article III, Paragraph A, Subparagraph 5, are in addition to and in no way limit any other rights or privileges of Developer under any of the other Arbor Lakes Governing Documents and, except as provided in Article X, shall terminate upon Developer or its successors or assigns no longer owning any Property or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of Common Area or any portion thereof complies with the covenants and restrictions contained in this Declaration, or any applicable Plat or Replat, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Developer or Successor Developer of the Property or any parts thereof in accordance with Subparagraph 5 of Paragraph A of this Article III shall be deemed a use which complies with this Declaration and all applicable Plat and Replats and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities.

In order to preserve the values and amenities of Arbor Lakes, the following provisions shall be applicable to the Residential Property and, where specifically stated, the Property:

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas, or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of Developer or its successor or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor shall the installation of wells or pumps, in compliance with applicable

governmental requirements, or for sprinkler or irrigation systems for any portions of the Property be deemed a Mining Activity.

2. Nuisances: No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted or maintained on the Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property as are specifically permitted or contemplated by this Declaration, or a Plat or Replat, shall not be deemed unreasonable, obnoxious or a nuisance.

3. Clothes Drying Areas: Clotheslines shall be prohibited. The drying or airing of clothes outside any Dwelling Unit is prohibited unless a temporary condition is approved in advance by the Board of Directors of the Association.

4. Removal of Sod and Shrubbery; Alteration of Drainage, etc.: Except for Developer's or its successor's acts and activities in the development of Arbor Lakes, no sod, top-soil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any Residential Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Arbor Lakes. This paragraph shall not be construed to preclude the Board from making changes to the Lots, Common Areas, or Association Property where such changes are necessary for the safety, preservation, and well being of the community. In such event, the Board is required to use professional engineering advice and make such advice available to each of the Owners.

5. Antennae, Aerials and Satellite Dishes: No antennae or aerials of any kind shall be placed upon any property in Arbor Lakes. The owner of the property shall be permitted to install appropriate satellite receivers provided size, plans for location and method of installation for same have been approved by the Architectural Review Committee.

6. Litter Trash and Refuse: In order to preserve the beauty of Arbor Lakes, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup and removal. At no time shall storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited in a respectable manner at the curb the day of pickup in containers designed for such purposes.

7. Pools: No above ground pool shall be permitted. All in ground pools shall be within the setback lines as defined within the subdivision Plat or Replat. Plans and specifications must be approved by the Developer and thereafter by the Board.

8. Radio Equipment: No ham radios or radio transmission equipment shall be operated on the Residential Property.

9. Subdivision and Partition: The Lots shall not be subdivided further than as provided in this Declaration, in any Plat or Replat, unless it is determined by the Developer or Board of Directors that such subdividing is consistent with the general uniform plan of residential development for Arbor Lakes and has been approved by the Developer or Board of Directors.

10. Casualty Destruction to Improvements: Notwithstanding the ownership of a Dwelling Unit by a Dwelling Unit Owner, the Association, nevertheless, shall have the obligation, duty and responsibility for maintenance, repair, replacement, alteration and improvement of all improvements, property, structures and facilities in the Common Areas and , including the maintenance, repair and replacement of the storm water drainage system, its piping, ditches, ponds, and facilities.

11. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other of the Arbor Lakes Governing Documents (including any Rules and Regulations enacted by the Association or Board) as now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Arbor Lakes Governing Documents.

12. No Buildings, Fences, Walls, etc...: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Residential Property or any Lot to enclose said property or lot or otherwise screen it from view, except that green, vinyl coated, four-foot chain link fences, up to six foot solid wood fences, or up to eight foot solid vinyl fences may be approved (depending on the specific requested location), at the Board of Director's sole discretion, for lot owners with properties contiguous to a) Drainage Retention Areas, b) Commercial Property, and c) R.V. Storage Area located only on the perimeter of the Arbor Lakes Community. The following lots in Units I, II, III, and IV may be entitled to the foregoing exception:

Unit I:     Block A, Lots 1-4  
              Block B, Lots 1-7  
              Block E, Lots 1-14  
              Block F, Lots 1-5 and 27  
              Block Q, Lots 1-10  
              Arbor Lakes Unit 1, Plat Book 15, page 75-79,  
              as recorded in the public records of Citrus  
              County, Florida.

Unit II:     Block G, Lots 27-36  
              Arbor Lakes Unit II, Plat Book 16, page 99, as  
              recorded in the public records of Citrus  
              County, Florida.

Unit III: To be described at a future date, but shall include those lots in said unit which are contiguous to Apache Shores subdivision.

Unit IV: Lots 72-75, Lots 80, 81, 90, 91, 100, and Lots 101-108, pending recording in the public records of Citrus County, Florida.

No exterior addition to or change or alteration of a Dwelling Unit may be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. The plans, specifications, and procedures for approval shall be as generally set forth in Article III, Paragraph D. Should the Architectural Review Committee, in its sole and absolute discretion, refuse, approval of the application, then the structure or addition or improvement cannot be made.

13. Signs: No sign of any kind shall be displayed to the public view or in any dwelling Unit or Lot or Common Area except a one family name sign and a "For Sale" sign of not more than 144 square inches, and except those signs deemed necessary by the original Developer, his successors and assigns, or unless approved by the Board.

14. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) pets in the aggregate may be kept in any such Dwelling Unit or Lot. All animals shall be placed on a leash when outside the Lot. Pet excrement must be picked up immediately by the pet owner.

15. Temporary Buildings: Trailers, tents, shacks, barns, sheds or any temporary buildings of any nature are expressly prohibited within this community, and no temporary residence shall be permitted in unfinished Dwelling Units.

16. Mowing: All Lot Owners of any Lot on which no Dwelling Unit has been erected or upon which a Dwelling Unit has been erected, shall permit the Association periodically and from time to time to mow the Lot in accordance with the Association's schedule and such Lot Owner shall pay such charges as the Association may charge for mowing and maintenance of such Lot. No trash, debris or rubbish of any kind shall be allowed to be placed or maintained on the Lot. Such right in the Association to mow or otherwise maintain the Lot shall arise only after the Lot Owner has failed to mow or otherwise maintain or clear the Lot within seven (7) days following the giving of notice by the Association to such Owner to mow, clear, or otherwise maintain the Lot.

17. Hobbies: The pursuit of hobbies or other inherently dangerous or unattractive activities, including specifically, without limiting the generality of the foregoing, assembly or disassembly of motor vehicles and other mechanical devices which might create disorderly or unkempt conditions; the shooting of firearms of any type or size; and other activities shall not be pursued or undertaken on any part of any Lot or the Common Area. In the event of fireworks, said fireworks shall only be permitted under the direct supervision of the appropriate municipal authorities and only if permitted by local ordinances. No automobile or other equipment may be dismantled, repaired or serviced on any Lot except in the garage.

18. Moving Buildings: No building or buildings of any kind shall be moved from any other place onto any lot, nor from one Lot another Lot, without the prior written permission of the Board or the Architectural Review Committee.

19. Diligence in Construction Required: The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time and in accordance with the requirements herein contained. No out buildings shall be completed prior to the completion of any Dwelling Unit, except that temporary storage and convenience facilities may be erected for workmen engaged in building a Dwelling Unit on the Lot, but such temporary facilities shall be removed as soon as the Dwelling Unit is completed.

20. Garage Doors: Garage doors shall be closed at all times other than when a vehicle is entering or leaving a garage, except that lot owners shall be permitted to leave garage doors open while engaging in activities requiring immediate access to their garage area (i.e., lawn and vehicle maintenance, etc.). As an alternative to the requirement of keeping garage doors shut, a professionally installed screen door which fills the entire entry to the garage shall constitute compliance with this section provided that installation and application has been approved by the Architectural Review Committee.

21. Liability of Owners: Each Owner shall be liable to the Association for any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason or the negligence or willful misconduct of the Owner or of his family, relatives, guests or invitees, both minor or adult.

22. Location of Structures: No structures shall be located nearer to a lot line than the distance approved by the land use regulations of the County.

23. Height and Other Restrictions: Structures shall be constructed in accordance with the following restrictions:

- (a) No structures shall be constructed more than 25 feet

in height with the height distance being measured from the top of the highest point on the structure to the average grade level of the grounds surrounding the structure;

(b) Each Dwelling Unit constructed on such lots shall contain at least 1100 square feet of living area. Garages or porches, open or screen, are not to be included in the computation of square footage;

(c) For any home constructed from and after the date of this Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes- Units I, II, III & IV. Each Dwelling Unit on any Lot shall have at least a standard two-car garage or two single garage doors. All garages shall be attached to the main Dwelling Unit. Carports shall not be allowed;

(d) Roofs shall be of a shingle, clay tile or concrete tile construction. No flat or gravel roofs shall be allowed except for porches and screen enclosures;

(e) All exterior walls or elevations shall be of concrete or masonry, and shall be covered with an exterior finish sufficient to cover all block joints. Painted block, "sparkle crete" or any similar finish shall not be permitted; aluminum fascia and soffit are required. Non-concrete or masonry siding existing as of the date of this amended and restated Declaration can be maintained with the same or similar type of material;

(f) All front, rear and side yards and additional adjoining lots shall be sodded with approved grass except for other acceptable landscaping, driveways and walkways. Paved or gravel yards in lieu of grass or sod shall not be permitted. Within 30 days after a Certificate of Occupancy has been issued, sod with an automatic underground sprinkler system must have been installed and be operational;

(g) No window air conditioning units shall be permitted.

24. Vehicles: No motor vehicle shall be parked on the Property or on Lots except on a paved or concrete driveway or in a garage. All non-garaged vehicles must be properly registered and have current license tag. The sidewalk in front of the paved or concrete driveway is considered part of the sidewalk and not part of the driveway, parking across the sidewalk is prohibited. Motor vehicles used for commercial purposes are not allowed to park anywhere within Arbor Lakes property, except in a garage or to provide services to a resident and/or Arbor Lakes community. Panel trucks, semi trailer, truck tractor and boats must be stored in the garage. All other types of recreational vehicles and boats on trailers may be parked for a limited time, not to exceed one night on the driveway for the purpose of preparing unit to disembark or cleaning after arrival, as defined in the policies and procedures. Other non-licensed vehicles must be garaged over night. Developer

may, but is not obligated to provide designated space on property contiguous to Arbor Lakes for the storage of the types of vehicles mentioned in this paragraph. Notwithstanding the foregoing, the Association may adopt reasonable rules to allow parking upon the common areas during special events.

25. Watering of Landscape: No Owner shall be permitted to water his lawn or any landscaping utilizing water from any lake, pond, or reservoir (or any other Common Area) contained within the Property. All watering systems utilized by Owners must be either connected with an Owner's individual, private well (the installation of which shall not occur until the Owner has obtained prior approval from the Board or Architectural Review Committee) or with a water system maintained and controlled by the County or any other local utility company servicing the Property. In the event an Owner utilizes a private well for watering purposes, any staining of a Dwelling Unit caused by the well water shall be remedied by the Owner by regular painting over such stains. The Owner is required to maintain a healthy lawn and landscaping but not to exceed County or governmental restrictions.

26. Burning: No burning of trash or other materials shall be permitted within the Property. Provided, however, the Developer reserves unto itself, its successors and assigns, the right to burn debris as a result of clearing and cleaning of property within Arbor Lakes.

27. Mailboxes: Mailboxes shall originally be furnished by the Association to each Dwelling Unit Owner at the time of his purchase of the Dwelling Unit. Thereafter, replacements of or repairs to such mailboxes shall be at the owner's expense and shall be in conformity with guidelines established by the Architectural Review Committee and the replacement of or repairs to such mailboxes shall be subject to the prior approval of the Board or Architectural Review Committee.

28. Decorations/Ornaments: In the event individual Lot Owners in Arbor Lakes desire to appropriately decorate their Dwelling Units and Lots to celebrate holidays commonly recognized by the United States Government, no such decorations or ornaments shall be erected more than thirty (30) days prior to the holiday being celebrated and same shall be removed within fifteen (15) days following such holiday.

29. Violation of Covenants: If any person shall violate or attempt to violate or in any way fail to abide by any of the covenants and restrictions set forth in this Declaration, it shall be lawful for the Association, its successors and assigns to institute legal proceedings as are available to enforce obedience, to prevent further or continued violation, and to recover damages, attorneys' fees, court costs and litigation expenses for such violation or attempted violation. Other persons owning lots in Arbor Lakes who have complaints about possible violations shall be required to submit their complaints in writing to the Association,

or the Covenant and Restrictions Committee or the Board of Directors who shall then render a decision on the matter. The decision of the Covenant and Restrictions Committee or Board of Directors shall be final and binding on all parties concerned.

30. Amendments and Modifications by Association: Notwithstanding any provisions of this Declaration to the contrary, Association, its successors and designated assigns, reserves the right and authority (subject to FHA/VA approval, if required) to amend, modify, or grant exceptions or variances from any of the use restrictions set forth in this Article III of this Declaration pursuant to Article 12 (k) hereof.

31. An Adult Community: In accordance with Subpart E, Housing For Older Persons, Section 100.304 of the Federal Fair Housing Act, Arbor Lakes is designed, promoted, marketed and restricted as an adult community. It is intended that Arbor Lakes be operated, maintained and managed for occupancy by older persons. Accordingly, eighty percent (80%) of the dwelling units in Arbor Lakes shall have at least one (1) resident who is 55 years of age or older. The residents of the remaining twenty percent (20%) of the dwelling units in Arbor Lakes are not required to meet the 55-year age requirement, however, no one under the age of 16 may reside at Arbor Lakes. Persons who are under the age of sixteen (16) and who are guests of the dwelling unit owner(s) are permitted to reside in the dwelling unit for a period of time of not more than fourteen (14) consecutive days at any one time and for no more than thirty (30) days cumulatively in any twelve (12) month period.

32. Property Rentals: Homeowners may rent to tenants, for a period of not less than six months, provided that the Association pre-approves a rental application provided by and submitted by the homeowner. All rental agreements and tenants shall be subject to the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes.

33. Landscaping of Lots, Units and Parcels and Maintenance of Improvements Thereon:

(a) Owners. Each Owner shall be responsible for the maintenance, repair and replacement of all improvements (including landscaping to the extent maintenance responsibilities are not assumed by the Association) on his Lot, Unit and parcel and such other areas as are provided herein. Any area or matter, which is on an Owner's Lot, Unit or Parcel, not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by such Owner.

(b) Failure to Maintain In the event an Owner of any Lot, Unit or parcel shall fail to maintain or repair his Lot, Unit or Parcel or the improvements thereon, if any, within fifteen (15) days written notice of same from the Association, then the Association, by approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through

its agents and employees, to enter upon said Lot, Unit or Parcel and to repair, maintain, and restore the Lot, Unit or Parcel and any improvements. The cost of same shall be added to and become part of the assessment on that specific Lot, Unit or parcel, and said cost shall be a lien upon said Lot, Unit or parcel with the same force and effect as the liens on Lots, Units or Parcels for general assessments as provided in this Declaration and the Articles and By-Laws of the Association.

34. Vacant Lots Purchased by Adjoining Residents. All such lots will be completely covered with approved grass and shall be properly maintained. Any ornamentation on said lots shall be limited to natural landscaping, exclusive of man-made ornamental objects. Each lot upon completion of contiguous homes being built, shall be required to have a sidewalk.

35. Construction Plans: All construction plans must be approved by the Architectural Review Committee to provide harmony in design and must comply with the Standard Construction Requirements in paragraph 36, and in accordance with the Architectural Review Submittal Form A as provided in Rules and Regulations (P&P).

36. Minimum Construction Requirements: As defined in the Rules and Regulations (P&P) Form B are items listed. Form B are items required to be included in any new home construction within Arbor Lakes by any and all Contractors and/or Builders. Such list and Form B is subject to change upon approval by the Board of Directors.

D. Board Approval of Improvements to Lots, Dwelling Units.

In order to preserve the values and appearances of Arbor Lakes, the following restrictions upon the Residential Property are hereby established:

(1). Requirement of Board Approval. Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer or Board of Directors, landscaping and plantings by or with the approval of Developer, additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Board, no improvement, structure, landscaping or plantings of any kind, including, without limitation, any swimming pool, tennis court, or screen enclosure shall be erected, placed or maintained on any portion of Property; shall be commenced or maintained upon any portion of Residential Property; and no "significant" addition, alteration, modification or change to any such improvement, structure, landscaping or plantings shall be made without the prior written approval of the Architectural Review Committee and then the Board of Directors, if necessary. For the purposes hereof, the Developer shall serve as the Board of Directors and the Architectural Review Committee until the time of the turn over date, as otherwise set forth herein. Further, any improvement

or structure of any kind, including, without limitation, any swimming pool, tennis court, screen enclosure, landscaping or plantings commenced or maintained upon any portion of Residential Property, which were not approved as otherwise provided herein, shall, at the discretion of Developer and Architectural Review Committee, or the Board of Directors, be subject to evaluation and possible disapproval or removal at the sole expense of the lot owner(s).

a. For purposes of clarification, the above reference to "significant" additions, alterations, modifications or changes to any such improvement, structure, landscaping or plantings shall include, but not be limited to the following, the installation of shutters, screen enclosures, paved walkways, flag poles, lawn ornaments, fencing, etc....

b. The painting of the exterior of a dwelling unit or any portion of a unit, when the color of the paint to be applied is different from that which has already been applied to a dwelling unit, shall be approved in advance in writing by the Architectural Review Committee.

(2). Method of Obtaining Board Approval. Prior to the application for permit to construct an improvement of any kind on a Lot, Board approval of such construction must first be obtained. In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, and nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of, any plan or design from the standpoint of structural safety or conformance with applicable building codes.

(3). Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the respective Lot Owner or Dwelling Unit Lot Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Board of such plans and specifications and any and all other reasonably

requested information and materials related thereto, then upon notice to the Board by the Applicant in writing and the expiration of ten (10) days from said notice, said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith. The procedure shall also apply to paragraph 12 of Article III.

(4). Board to Adopt Rules and Regulations. The Board shall promulgate such further rules and regulations, (i.e. Policies and Procedures which only help to define the covenants and restrictions contained herein) as it deems necessary and may adopt a schedule of reasonable fees for the processing of applications to the Board.

(5). When Approval of Board Not Needed. If the contemplated improvements, structure, landscaping, planting or thing which would otherwise be subject to the jurisdiction of the Board is subject to the jurisdiction of either an Association or an Architectural Review Committee as provided by a Plat or Replat, the Board shall have the right (but not the obligation) to adopt a resolution providing that the procedures for architectural control and approval as provided in that Plat or Replat shall take precedence, whereupon, and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the Board no approval by or from the Board shall be necessary or required. Any approvals given other than by the Board in accordance with the provisions of this Subparagraph 5 shall be effective notwithstanding the subsequent termination of effectiveness or subsequent revocation of the Board's resolution which permitted such approvals to be given other than by the Board. The Board may assign or delegate to the Architectural Review Committee such powers and responsibilities which the Board, in its sole discretion, deems advisable. Following such assignment or delegation of powers or responsibilities, the Architectural Review Committee shall carry out said duties, unless and until the Board revokes same pursuant to this Declaration, the Articles or By-Laws.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

###### A. General Membership.

Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest in a Lot merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership in the Association. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. Any Owner of more than one (1) Lot shall be entitled to one (1) vote for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment and it shall be automatically transferred by conveyance of that Lot

to the Grantee named in such conveyance. The Developer shall also be a member so long as Developer owns one (1) or more Lots.

B. Voting Members.

As to each Lot owned by one (1) or more members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one (1) and only one (1) of the owners of such Lot as the Voting Member for that Lot. Such certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners of the subject Lot and filed with the Secretary of the Association. Only the person named in the voting member designation certificate, or his duly appointed proxy, shall be allowed to cast a vote for the subject Lot. A Lot which does not have a valid voting membership designation certificate on record with the Secretary of the Association shall not be entitled to a vote, nor shall such Lot be counted as existing for the purposes of determining any percentages or fractions for voting purposes or for total outstanding votes or quorums under this Declaration or for the Articles, By-Laws or the Association.

C. Classes of Membership Established.

The Association shall have one class of membership, as follows:

(a) Membership. Every Owner of a Lot, , shall be a member of the Association.

(b) Voting. The Owners of any Lot who are members pursuant to this Declaration shall have one (1) vote for each Lot owned by them, subject, however, to the requirements and limitations set forth in Paragraph B of this Article IV.

D. Board of Directors.

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in these Articles.

**ARTICLE V**  
**PROPERTY RIGHTS REGARDING COMMON AREAS**

A. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend, and rescind reasonable rules and regulations regarding use of the Common Areas;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment levied under this Declaration against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility as provided by its Articles;

(e) Except as in subparagraph(d) above, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such restrictions as may be agreed to by the Voting Members of the Association. No such dedication or transfer shall be effective unless approved, in writing, by not less than two-thirds (2/3) of Voting Members and no such dedication or transfer shall limit or impair the right of ingress and egress for any Lot within the Property;

(f) The right of the Association to grant easements, as to the Common Areas or any part thereof, as provided by its Articles; and

(g) The right of the Association to otherwise deal with the Common Areas as provided by its Articles or this Declaration.

B. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, owner's guests, his tenants, or contract purchasers, providing the foregoing actually reside at the Owner's Lot.

C. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any family member, tenant, or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board.

D. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board.

E. Animals. No animals shall be permitted in or on the Common Area at any time except as may be provided in the rules and regulations of the Association.

F. Rules and Regulations. No Owner or other permitted user of the Common Area shall violate the reasonable rules and regulations for the use of the Common Area as the same are, from time to time, adopted by the Association.

G. Title to Common Area. The Developer shall convey to the Association, title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

H. Easements Reserved in Common Area. The Developer hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to easements over any of the Common Area and areas owned by the Association, if any, for the installation, maintenance, replacement and repair of drainage, water, sewer, electric, and other utility lines and facilities, provided such easements benefit land which is or will become part of the Property. The Developer shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area or other areas owned by the Association, provided such lines and facilities benefit land which is or will be within the Property. The Association shall join in or separately execute any easements for the foregoing purposes which the Developer shall direct or request from time to time.

#### ARTICLE VI

#### COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND SUCCESSOR DEVELOPER AND INSTITUTIONAL MORTGAGEES

##### A. Affirmative Covenant to Pay Operating Expenses:

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration, and (ii) maintain, operate and preserve the Association Property for the recreation, use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot and each Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Unit Assessments" and the "Special Assessments" as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Arbor Lakes Governing Documents.

##### B. Establishment of Liens.

Any and all assessments made by the Association in accordance with the provisions of this Declaration or any of the Arbor Lakes Governing Documents ("Assessments"), with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of each such Lot assessed. No Owner except the Developer may exempt himself from personal liability for Assessments or release the Lot owned by him from the liens and charges hereof by waiver of the use and enjoyment of the Association Property, Common Area, or by abandonment of his Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of the Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. In addition, any and all late charges, fees, fines or interest levied by the Association in connection with an unpaid Assessment shall be subordinate to the lien of a first mortgage of an Institutional Mortgagee on such Lot to which the unpaid Assessment relates.

C. Collection of Assessments.

Assessments shall be due and payable upon the first day of each quarter of each year, or as otherwise designated by the Board, whether or not a bill for such has been sent to each Owner of a Lot by the Association. In the event any Lot Owner shall fail to pay Assessments, or installments thereof, charged to such Lot Owner within ten (10) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of \$25.00 to defray additional collection costs;

2. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments;

3. To advance on behalf of the Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default;

4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

5. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure of the Association.

6. To suspend voting rights if regular annual assessments and/or outside maintenance assessments are delinquent in excess of 90 days pursuant to Florida Statute 720.305(3).

D. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement.

Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots in Arbor Lakes. Further, Developer and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option; to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Any Institutional Mortgagees paying overdue operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

E. Obligation of the Developer to Pay Assessments.

Notwithstanding anything herein set forth to the contrary, and notwithstanding the Developer as a Lot Owner, the Developer shall be obligated to pay the pro-rata Assessment or Special Assessment attributable to the Lots owned by the Developer, or any Dwelling Units owned by the Developer.

F. Homestead.

By acceptance of a deed thereto, the Owner and his/her spouse, if married, of each Lot shall be deemed to have waived any exemptions from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This provision is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but, rather, is intended to be construed in the Association's favor.

G. Initiation Fee.

At the time of the conveyance of any Lot, the new Owner of such lot shall pay to the Association a minimum initiation fee of One Hundred twenty-five Dollars (\$125.00). Such initiation fee shall be utilized by the Association to meet the Association's operating expenses.

ARTICLE VII  
METHOD OF DETERMINING ASSESSMENTS  
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments.

The total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Budget") prepared by the Board not later than December 31 of the calendar year preceding the calendar year for which the Budget is to be adopted. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned among the Lots to determine the Individual Unit Assessment as follows:

1. There shall be assigned to each Lot a "Value" of \$1.00;
2. The "Lot Assessment" shall be the product of (a) the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are the subject of a Special Assessment (as hereinafter set forth) and (b) a fraction, the numerator of which is the Value assigned as aforesaid and the denominator of which shall be the total of all Values assigned to all Lots platted. In Units I and II the assessments shall be 1/255 per Lot, and when Units III and IV have been added, the assessment in Units I, II, III and IV per lot shall be 1 divided by the total number of lots in all four units;
3. The maximum number of Lots in Unit I and Unit II will be 255 lots. When Unit III and IV are added, the maximum number of lots will be approximately 380 Lots. The Developer shall have the right, but not the obligation, to add additional lots, as set forth in this Declaration. Any additional lots so added by Developer

after approval of the membership as set forth herein shall be subject to all assessments set forth in this Declaration in the same manner as Lots within Arbor Lakes - Units I, II, III and IV.

B. Developer's Assessment.

Each lot owned by the Developer shall be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by members. Such assessment shall be prorated as to the remaining whole calendar months of the then current fiscal year of the Association. Upon transfer of title of any Lot owned by the Developer, the Lot shall be assessed in the amount established for members, prorated as of and commencing with the month following the date of transfer of title.

C. Assessment Payments.

The individual Lot Assessments shall be payable quarterly, in advance, on the first day of each January, April, July, and October of each calendar year. The Lot Assessments and the quarterly installments thereof as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the number of Lots (thus apportioning all such Assessments and installments thereof among all Lots in existence at the time such installment is due) or changes in the Budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. The Value as set forth in Paragraph A (1) of this Article VII shall be the Value whether or not the Lot is improved. The obligation for payments to the Association shall commence with the sale or transfer of ownership to an Owner other than the Developer.

D. Special Assessments.

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Arbor Lakes Governing Documents, and whether or not a cost or expense for which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Association Property or the cost (whether in whole or in part) of reconstructing, replacing, or repairing such improvements. Special Assessments shall be assessed in the same manner as otherwise set forth above of this Article VII. Special Assessments shall be paid in such installments or in a lump sum, as the Board shall, from time to time, determine.

E. Special Provisions for Units III and IV

In addition to, and irrespective of any other contrary provisions, the Developer has hereby established the following special provisions for Arbor Lakes Units III and IV.

1) Maintenance Requirements:

(a) Outside Maintenance: Outside Maintenance shall be performed at the direction of the Board, shall consist of whatever goods and services are deemed necessary by the Association, and is in addition to those responsibilities of the Association as set forth elsewhere in this document. The manner, frequency and scheduling of Outside Maintenance shall be determined by the Board or its designated agent(s).

(i) Lawn, Landscaping and Irrigation

The Association shall care for and maintain all lawn areas, trees, shrubs and mulch ("Landscaping") included in the standard dwelling unit package.

Landscaping may be added or changed during initial construction or subsequent to the initial construction of the dwelling unit only with plants and materials approved by the Association. The cost of such approved Landscaping changes shall be the responsibility of the Lot Owner. The Lot Owner will be responsible for the maintenance of all Association-approved Landscaping changes.

Association approved changes to the Landscaping must include appropriate Association approved changes to the Lot irrigation system for the new or changed Landscaping. The cost of Lot irrigation system changes shall be the sole responsibility of the Lot Owner(s).

The Association shall care for and maintain Lot irrigation systems.

(ii) Building Maintenance

The Association shall re-paint Villa Style Dwelling Unit exterior painted surfaces (concrete, walls, doors and trim) which may be needed due only to normal wear and tear.

The Association shall clean or power-wash Villa Style Dwelling Unit exterior painted and exterior finished aluminum surfaces.

b) Maintenance of Common Property and Other Portions of the Property:

Unless otherwise indicated or specifically described elsewhere herein, the Association shall also maintain all Common Properties in Units III and IV and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which

may be given, by declaration, dedication, easement or deed, to the Association. This burden shall also expressly include the repainting of exterior walls of all Dwellings which may be needed due only to normal wear and tear. If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times.

In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the owner(s) of such Property. In such event, where applicable, the Association shall so notify any owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate owner in writing.

Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries at the Property. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, the Developer, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association.

The Association may also enter into agreements with any other individual, corporation, partnership, trust or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the Association's insurance.

(c) Additional Maintenance and Operational Duties:

The Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties as well as any particular or limited duties more fully set forth in this Declaration. The Association may, in the discretion of its Board,

assume additional maintenance or operational duties not set forth in this Declaration for Units III and IV. In such event, the costs of such additional duties in these units shall be included as an additional expense to be assessed against the Lot Owners in Units III and IV. The foregoing constitutes the basic general expenses of the Association and said expenses are to be paid by Lots Owners of Units III and IV as herein provided.

(d) Easement and Right to Enter:

To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass.

2) Outside Maintenance Assessments, and Adoption of Association For The Purposes of Operation, Management, Administration, Maintenance and Collection of Additional Assessments for Units III and IV:

(a) Outside Maintenance Assessments For The Lot Owners in Arbor Lakes, Units III and IV.

The Board shall have the power and authority to levy Arbor Lakes Units III and IV Lot Owners Assessments necessary to satisfy the actual expenses of the Association for Arbor Lakes Units III and IV Outside Maintenance. It shall be the duty and responsibility of the Board to fix and determine from time to time, but not less frequently than annually, a written operating budget which shall provide for the Outside Maintenance sum or sums. Outside Maintenance shall be funded in its entirety by the Arbor Lakes Units III and IV Lot Owner Assessments for the actual cost(s) of Outside Maintenance. Outside Maintenance Assessments are in addition to the Lot Assessment paid by all Arbor Lakes property owners provided for in Article VII, A, 2. Assessments levied by the Board shall be payable in the manner determined by the Board.

Additionally, the Board shall have the power and authority to levy Arbor Lakes Units III and IV Lot Owners Special Assessments should a Special Assessment become necessary as determined by them in their sole discretion and said special Assessment shall be determined, assessed and levied against the Lot Owner(s) and payable in the manner determined by the Board.

Provided that Lot Owners purchase Villa Style Dwelling Units in Arbor Lakes Units III or IV, the Association shall collect assessments from said Lot Owners for the actual cost of maintenance of their Dwelling Units, lawns, etc., as otherwise set forth above, at the direction of the Owners of the Lots and Dwelling Units of

Arbor Lakes such that the Lot Owners and Dwelling Unit Owners, through their respective majority vote or such vote as may be required as hereafter described, shall direct the Association to enforce this Declaration, collect said outside maintenance assessments and to otherwise enforce the rules created. These assessments shall be in addition to those Lot Assessments provided for in Article VII, A, 2.

(b) Adoption of Association For The Purposes of Operation, Management, Administration, Maintenance and Collection of Outside Maintenance Assessments.

By this Declaration and pursuant to Article II, C, above, the Developer hereby adopts Arbor Lakes Property Owners' Association, Inc. as its Association for the purposes of operation, management, administration, maintenance and collection of outside maintenance assessments with respect to the Property and Lots contained within Units III and IV with all those powers as are set forth in this Declaration.

3) Applicability of Other Provisions Contained in Declaration.  
In addition to the special provisions contained in Article VII, E, of this Declaration, the Lot Owners of Villa Style Dwelling Units in Arbor Lakes, Units III and IV shall be subject to all other provisions contained in this Declaration, except for other lot owner maintenance provisions which may be contrary to this Article.

F. Liability of Lot Owners for Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit in Arbor Lakes, each Owner thereof acknowledges that each Lot, and the Lot Owners thereof, are jointly and severally liable for their own Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Lot Owner for himself/herself and his/her heirs, executors successors and assigns, that in the event Lot Owners fail or refuse to pay their Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Lot Owners may be responsible for increased Assessments or Special or other Assessments due to the nonpayment by such other Lot Owners, and such increased Assessment or Special or other Assessment can and may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in this Declaration.

G. Maintenance Repair and Replacement of Roadways.

The roadway and roadway system providing access to the public ways are created by various easements. The Association is and shall be obligated to pay for the maintenance, repair, replacement and operation of the roadway and roadway systems to the public ways and such cost and expense of the Association shall be an Assessment and obligation of each Lot Owner and Dwelling Unit Owner and shall be an obligation attached to the Lot and Dwelling Unit as part of the assessments established by this Article VII.

H. Owners Responsibility for Maintenance.

The owner of any dwelling unit shall be responsible for maintaining all portions of such unit for which maintenance is not specifically the responsibility of the Association as set forth herein. Should any unit owner fail to properly maintain such property, the Association is authorized to assess and levy fines for each day the property continues to be improperly maintained.

**ARTICLE VIII**  
**OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS**

The following expenses of the Association Property, Common Area and the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect and which the Lot Owners are obligated to pay as provided herein or as may be otherwise provided:

A. GENERAL EXPENSES:

1. Taxes.

Any and all taxes levied or assessed at any and all times upon the Common Area or Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Area or Association Property and against any and all personal property and improvements which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

2. Utility Charges.

All charges levied for utilities providing services for Common Areas, Association Property, or Property owned in common by all the Lot Owners such as lighting, sewer, roadways, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

3. Insurance.

The premiums on the policy or policies of insurance which the

Association, in its sole discretion, decides to obtain; provided, however, that the Association shall, at a minimum, obtain and maintain the following insurance coverage:

a. All buildings and improvements now or hereafter located upon the Association Property, or upon Lots, for which improvements the Association is responsible to maintain, repair or replace, will be insured to afford protection against at least the following:

(I) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(II) Such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Arbor Lakes in construction, location and use.

b. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until the Turnover Date, Developer as named insured thereof, insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than \$500,000.00 for damages incurred or claimed by any one person for any one occurrence and not less than \$1,000,000.00 for damages incurred or claimed for any one occurrence and for not less than \$1,000,000.00 property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include, as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to Arbor Lakes in construction, location and use.

c. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(I) Such bonds shall name the Association as an obligee;

(II) Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Operating Expenses of the Association; and

(III) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation

from any definition of "employee" or similar expression.

d. Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Association Property and any buildings and improvements now or hereafter located thereon or in the best interests of Arbor Lakes or the Association.

e. Notwithstanding the above, Lot Owners of Lots located within the Property shall not be obligated for costs of any insurance on Dwelling Units or improvements located on Lots other than their own, except to the extent that such improvements are in fact owned by the Association and used or available for the benefit of all Lot Owners.

#### 4. Reconstruction of Buildings or Improvements.

Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Association Property damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvements so damaged shall be an Operating Expense, provided same shall be the subject of a Special Assessment and the Association Board will levy a Special Assessment for the funds necessary to pay such Operating Expense within ninety (90) days from the date such damage was incurred. The Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County any such funds collected by Special Assessment and all insurance proceeds collected by the Association so that the funds on deposit will equal the costs of repair, replacement, construction or reconstruction of the damaged improvements, and the Association shall go forward with all deliberate speed so that such repair, replacement, construction, or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction then any excess shall be held by the Association for the use of the Association unless the Lot Owners of at least seventy-five (75%) percent of the Lots then in existence shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless the Institutional Mortgagees holding at least seventy-five (75%) percent (by number and not by unpaid amount thereof) of the first mortgages of record encumbering Lots have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Lots and the required approval of the Institutional Mortgagees are received, such excess shall be

distributed to the Lot Owners and the Institutional Mortgagees holding mortgages encumbering the said Lots as their respective interests may appear, in the same ratio as a Special Assessment would have been levied if all Lots at the time the aforesaid written consent giving rise to such distribution (including, but not limited to, the Lots owned by Developer) were to be included in such Special Assessment. The Association, as a condition of distribution of the excess insurance proceeds, may require any Lot Owner and/or Institutional Mortgagee holding a mortgage encumbering any Lot to execute an instrument indemnifying the Association ("Indemnity Instruments") from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Associations' attorneys through and including all appeals and whether or not suit be instituted) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Assessments as well as insurance proceeds, then, if after completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Lot Owners by means of a distribution pro rata in accordance with the collection of that Special Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provision of this Paragraph D and the provisions of any Institutional Mortgagee's mortgage now or hereafter encumbering any damaged Association Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

#### 5. Maintenance, Repair and Replacement.

Any and all expenses necessary to (i) maintain and preserve the landscaped, grassed and open and natural portions of the Association Property or Common Area, including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; and (ii) operate, maintain, preserve and protect the portions of the Association Property and Common Area designated or used for water management and drainage and retention purposes, including all costs of chemically treating the waters of such areas, controlling water levels and maintaining and operating any improvements and amenities established within any such areas; and (iii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Association Property (including docks) in a manner consistent with the development of Arbor Lakes and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, county and/or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iv) maintain,

repair and replace all streets, roadways, and street signs installed or placed on any of the Association Property by Developer or the Association which are not maintained, repaired and replaced by the County or other applicable governmental body or agency, but are used by or benefit the Lot Owners; and (v) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Developer or the Association within the Property constituting signs and entry features for Arbor Lakes or any part thereof; and (vi) maintain and operate any street lights within or adjacent to the streets and roads within Arbor Lakes including, but not limited to, all charges of any utility company providing electric service for such street lights and costs for repair or replacement of damaged street lights to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing service with respect thereto.

B. Administrative and Operational Expenses.

The costs of administration of the Association in the performance of its functions and duties under the Arbor Lakes Governing Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or any otherwise-related entity of Developer) to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Arbor Lakes Governing Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

C. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and the improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, set-back requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Operating Expense.

D. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property and improvements thereof and thereon, and from and against all costs, expenses, attorney's fees (including, but not limited to, all trial and appellate levels and whether or

not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered thereon, except such damages as may occur as the result of Developer's willful act or gross negligence. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Arbor Lakes Governing Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Arbor Lakes Governing Documents to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Paragraph shall be an Operating Expense.

E. Failure or Refusal of Unit Owners to Pay Assessments.

Funds needed for Operating Expenses due to the failure or refusal of Dwelling Unit Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Developer.

F. Extraordinary Items.

Extraordinary items of expense under the Arbor Lakes Governing Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Lots owned by Developer.

G. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Arbor Lakes Governing Documents, must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Members of the Association, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Common Area or Association Property which was destroyed, damaged, or deteriorated, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

H. Costs of Reserves.

The funds necessary to establish reserve funds (the "Reserves") for depreciation and/or deferred maintenance of the Association Property or any such Property or improvements for which the Association is responsible, including but not limited to that

additional maintenance which may be required in Units III and IV, and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The reserves shall be deposited in a separate account. (For example, the reserves collected for deferred maintenance of common areas in all four units shall be maintained in an account separate from reserves collected for the deferred, exterior maintenance of villa homes in Units III and IV, since the reserves collected for this particular purpose will only be paid by the lot owners in Units III and IV.) The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

I. Miscellaneous Expenses.

The costs of all items or expenses pertaining to or for the benefit of the Association or the Association Property, or any part thereof, or the Common Areas not herein specifically enumerated and which are determined to be appropriate items of Operating Expense by the Board shall be an Operating Expense.

J. Maintenance, Operation and Repair of Surface Water

Systems: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida water Management District.

K. Management contracts and Leases of common property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, and to lease the recreation areas, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

**ARTICLE IX**  
**LOT LINES**

**A. Lots.**

Each Lot shall, for all purposes, constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Subject to the provisions of this Declaration, each Lot shall include all improvements constructed on any Lot which were constructed in accordance with the design criteria established by the plan of the architect designing the Dwelling Unit or where approved by the Board or its designated representative. Such improvements shall be deemed a part of the Lot. The boundaries of each Lot are shown on the Plat as recorded in the Public Records of the County. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all the right, title and interest of a Lot Owner in the use of the Common Area, which shall include but not be limited to membership in the Association. The Common Area is all lands outside of a Lot (except for any Commercial Area so designated on the Plats of Arbor Lakes - Units I, II, III and IV) as designated on the above-referenced Plats of Arbor Lakes, which Plats are made a part hereof and incorporated herein by reference. The Lot line is a line established by a specific dimension.

**ARTICLE X**  
**ADDITIONS TO THE PROPERTY**

**A. Additions.**

Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Paragraph B of this Article X and made subject to all the terms of this Declaration as if part of Arbor Lakes as though initially included within the terms hereof, provided such is done as otherwise set forth herein.

Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to Arbor Lakes in the manner hereinafter set forth, neither any additional land nor any other real property owned by the Developer or any other person or party whomsoever shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Article X, is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the terms "Arbor Lakes" and "Property" as used in this Declaration. Notwithstanding anything to the contrary contained in this Paragraph A, the Developer does not commit to, warrant or represent that any such additional development shall occur or that, if it does occur, that such development will be part of Arbor Lakes.

B. General Provisions Regarding Additions to Arbor Lakes.

Any additions to Arbor Lakes must be approved by the vote in person or by proxy of at least 75% of the membership of the Association at a duly constituted meeting of the Association called for that purpose after notice to all members.

1. Additions to Arbor Lakes authorized under Paragraph A of this Article X shall be made by the Developer and the Association filing in the Public Records of the county an Amendment to this Declaration with respect to the additional land, extending the scheme of the covenants and restrictions of this Declaration to such land. Such Amendment must be executed by the Association and the Developer and shall not require the joinder or consent of Association members. Such Amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the land then being added or permitted use thereof. In no event, however, shall such Amendment revoke, modify or add to the covenants established by this Declaration as such affect the Common Areas to the detriment of existing owners.

2. No addition of land to Arbor Lakes shall revoke or diminish the rights of the Owners previously made part of Arbor Lakes to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to Arbor Lakes the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as an Owner as provided in this Declaration.

3. Nothing contained in this Article X shall obligate the Developer to make any additions to Arbor Lakes.

C. General Provisions Regarding Withdrawals From Arbor Lakes.

In the event Developer has added additional lands to Arbor Lakes pursuant to Paragraph B of this Article X (hereinafter "Added Lands") and subsequent to such addition, but before conveyance of any portion of said Added Lands to a third party, Developer wishes to remove all or any portion of such Added Lands from Arbor Lakes, Developer may remove such lands by the recording of an Amendment to this Declaration removing such lands under the same terms and conditions and with the same rights and privileges as applied to the addition of lands as set forth in Paragraph B of this Article X.

D. Voting Rights of the Developer as to Added Lands.

The Developer shall have no voting rights as to any "additional" land until such land is actually added to the Property in accordance with the provisions of this Article X. Upon such land or portion thereof being added to the Property, the Developer shall

have voting rights as to the Lots thereof as is provided by Article IV of this Declaration.

E. Assessment Obligation of the Developer as to Added Lands.

The Developer shall have the assessment obligation as to the "additional" land or any portion thereof until such land or portion thereof is actually added to the Property in accordance with the provisions of Article VI, (F) and Article VII, (B) hereof. At such time, the Developer shall have, as to such Added Land, the assessment obligation set forth herein.

F. Voting Rights of Owners Other Than the Developer as to Added Lands.

Any Added Lands added to the Property which are owned by Owners other than the Developer shall be entitled to voting rights identical to those granted by Article IV of this Declaration to other Lot Owner.

G. Assessment Obligation of Owners Other Than the Developer as to Added Lands.

Any Lots added to the Property shall be subject to assessments including, but not limited to, Operating Expenses and Special Assessments, in accordance with the terms and provisions of this Declaration in the same manner as all other Lot Owners within the Property.

H. General Provisions Regarding Added Lands.

The Developer, its successors and assigns upon approval of the Board of Directors of the Association shall have the , right to use any portion of the Common Area or Association Property for the purpose of showing, demonstration, marketing, sale or promotion of any Added Lands including, use for travel over and across such property for access, ingress and egress or for the placement of utilities or any amenity useful or necessary including the establishment of appropriate easements, which, in the judgment of the Board of Directors and developer, are necessary to the operation, maintenance, development and establishment of any Added Lands. Provided, however, it shall not be construed hereby that any such use or reservation shall be reserved in any Dwelling Unit, other than those owned by the Developer.

ARTICLE XI  
ASSESSMENT OF FINES, LIENS, PROCEDURE

A. With respect to any violation by any Lot Owner, Dwelling Unit Owner, their successors, assigns, invitees, guests, lessees, or licensees, of these Restrictions and any of the terms, covenants, and obligations set forth herein, the Board shall have the absolute

and irrevocable right to establish, levy and assess a fine for each violation, which fine shall not be in excess of ONE HUNDRED DOLLARS (\$100.00) per day, and which fine shall be and constitute an obligation of the Lot Owner and Dwelling Unit Owner and shall become a lien upon the Lot upon the recording of such Claim of Lien as previously provided for the failure of payment of assessments. Such lien shall attach to the Dwelling Unit and the Lot until paid. Said lien shall be foreclosable in the same manner as a lien for Operating Expenses and Assessments.

B. In the event that the Board desires to assess and levy such a fine, then the Board or the Hearing Committee appointed by the Board shall give notice to the Lot Owner or Dwelling Unit Owner responsible for the infraction at the address of the Dwelling Unit or the Lot, as the case may be, which notice shall be sent by certified or registered mail, return receipt requested, postage prepaid, identifying the infraction and advising the Lot Owner or Dwelling Unit Owner of the time, date and place at which the Lot Owner or Dwelling Unit Owner can appear and show cause why he should not be levied such a fine. The notice shall further state the amount of the fine intended to be levied and such reasonable details of the infraction such that the Lot Owner or Dwelling Unit Owner can be apprised of the infraction.

At such time designated to show cause why a fine should not be imposed, the Board designated Hearing Committee shall hear such testimony as might be presented by the Lot Owner or Dwelling Unit Owner and all persons and information which may establish the infraction. After the hearing of such testimony in order for a fine to be imposed, the Board designated Hearing Committee must agree by a majority vote as to the assessment and the amount of the fine. The ruling of the Board designated Hearing Committee shall be considered final and the fine shall be due and payable within ten (10) days of said ruling or the Board shall have the right to file a Claim of Lien against the Lot and foreclose in accordance with the procedures customarily used in foreclosing a lien of a mortgage.

## ARTICLE XII

### GENERAL PROVISIONS

#### A. Lawful Use of Property.

Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to the Property and any improvements thereon or the use thereof and no illegal or immoral purpose or use shall be permitted on the Property.

B. Incorporation of Arbor Lakes Governing Documents.

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Arbor Lakes Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Arbor Lakes Governing Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Arbor Lakes Governing Documents.

C. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (ii) the Association, at 4215 N. Lake Vista Trail, Hernando, FL 34442 such address as the Association shall hereinafter notify the Owners of in writing; and (iii) Developer at such address or addresses as Developer shall hereinafter notify the Association of in writing, with such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

The failure of the Association to send any such notice to any such Institutional Mortgagees shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

D. Easements.

An easement shall exist for pedestrian traffic over, through and across sidewalks, roadways, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Areas as may be from time to time paved and/or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Lot Owners and Dwelling Unit Owners of the Property, and those claiming by, through or under the aforesaid Lot Owners and/or Dwelling Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Areas except to the extent that the space may be specifically

designated and assigned for parking purposes or vehicular traffic and further, it is provided nothing herein shall be construed to give or create in the public any right for ingress, egress, access or parking. There is further reserved by the Developer, and established for the benefit of the Developer and the Owners, such easements as are necessary to periodically establish through the Common Areas, roadways and other systems, utilities, including the placement of meters on Lots and Dwelling Units, water, sewer and other easements of whatever nature or kind that are designed for the use and benefit of the Property and the Lot Owners and Dwelling Unit Owners located therein. There is hereby dedicated an easement for ingress, egress and access to the public ways, in favor of and for the benefit of Tracts "A" and "B" as shown on the Plat and as depicted in Exhibit "A" attached hereto and incorporated herein, over and across that portion of the roadway shown on the Plat and lying between Tracts "A" and "B". Developer hereby specifically acknowledges that Tracts "A" and "B" as shown on the Plat of Arbor Lakes - Unit I are not part of the Property governed by this Declaration. The entryway monuments constructed on said Tracts "A" and "B" are owned by the Developer and the Developer hereby reserves the right to alter said berms or monuments at any time. The landscape berms and entry way monuments constructed on said Tracts "A" and "B" are owned by the Developer and the Developer hereby reserves the right to alter said berms.

E. Enforcement.

The covenants and restrictions herein contained or contained in any of the Arbor Lakes Governing Documents shall run with the land set forth on Composite Exhibit "A" and may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction, or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right to such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

F. Captions, Headings and Titles.

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and shall in no way define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

G. Attorneys' Fees.

Any provision in this Declaration for the collection or

recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability.

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Subordination.

Developer and the Association agree that their respective interests as provided in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Property and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of the Property. While the provisions of this paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

J. Amendment and Modification.

The process of amending or modifying this Declaration shall be as follows:

1. Until the "Turnover Date", all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith, if requested by Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. Except as provided in Subparagraph 3 of this Paragraph - J, after the Turnover Date, this Declaration may be amended (i) by the consent of the Owners of fifty-one percent (51%) of all Lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by

a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other non-material changes may be made by Developer alone until the Turnover Date and the Board thereafter, without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association, or of any Institutional Mortgagees under this Declaration or any other of the Arbor Lakes Governing Documents without the specific written approval of such Developer, Association, or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing Common Areas or Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

5. A true copy of any amendment to this Declaration shall be sent via hand delivery or certified mail (herein called the "Mailing") by the Association to Developer, and to all Institutional Mortgagees requesting notice pursuant to Paragraph C of this Article XII. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County; however, the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Institutional Mortgagees.

K. Term.

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses, shall run with and bind all portions of the Property and inure to the benefit of Developer, the Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such

ninety-nine (99) year term, or any such ten (10) year extension, there is recorded amongst the Public Records of the County an instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Lots and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

L. Surface Water Management.

(i) No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(ii) Any amendment to this Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I, II, III and IV which affects the surface water management system facilities or the operation and maintenance of the surface water management facilities shall have the prior written approval of the Southwest Florida Water Management District.

(iii) The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties against the Developer or the Association after turnover of control by the Developer to compel it to correct any outstanding legal deficiencies of the surface water management system facilities.

1. The following amendment to the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes-Units I, II, III, and IV shall apply:

**ARTICLE I**  
**DEFINITIONS**

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

**ARTICLE I**

34. "Social Memberships" shall mean a membership which provides only for the usage of recreational facilities owned by the Arbor Lakes Property Owners' Association, Inc. and shall be subject to payment of a fee therefore and compliance with the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes Units I, II, III, and IV and all rules and regulations adopted by the Association.

**ARTICLE III (C)(37)**

C. (37).

**SOCIAL MEMBERSHIP:** The Arbor Lakes Property Owners' Association, Inc. shall have the right, but not the obligation, to create a social membership for parcel(s) of land abutting or adjacent to the Arbor Lakes Subdivision which membership provides that unit owners of said lands may utilize the Arbor Lakes subdivision recreational/amenities as social members. The extent of said social membership use, cost and the term thereof shall be defined by a separate contract between the ALPOA and the developer and the homeowner's association applicable to the proposed development to be provided social memberships. Any social membership Contract shall require a majority vote of the Board of Directors of the Association.

2. All other provisions of the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes Units I, II, III, and IV not in conflict herewith shall remain in full force and effect.

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**CONTRACT FOR THE PROVISION OF**  
**SOCIAL MEMBERSHIPS**

THIS CONTRACT for the provision of social memberships is entered into by and between Arbor Lakes Development Partnership, ("Developer") and the Arbor Lakes Property Owners' Association, Inc., a Florida Not-for-Profit Corporation, ("ALPOA"), this the 10<sup>th</sup> day of OCTOBER, 2006;

**WITNESSETH**

1. The ALPOA is a legal entity, post turnover, operating the noted not-for-profit association per the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes-Units I, II, III, & IV, as recorded at O.R. Book 1804, Pages 2219-2303, of the Public Records of Citrus County, Florida; and
2. Post Developer turnover, the original restated Developer and the ALPOA recorded a Restated Declaration of Covenants and Restrictions (Declaration) from the Arbor Lakes Subdivision therein encumbering the real property as described in the Restated Declaration with a uniform set of development restrictions, rules and regulations for said subdivision;
3. The Developer is the owner of three (3) abutting tracts of real property to the Arbor Lakes subdivision, Tracts "A" and "B", Arbor Lakes Subdivision, Plat Book 15, Page(s) 75, et. seq. to include Exhibit "A", and has requested provision of social membership in the Association for future unit owners on said Tracts "A" and "B" and Exhibit "A".

4. The subject property shall be developed in accord with Exhibit "B" and include no more than thirty-two (32) town home units. Said project will be commenced within sixty (60) days of final site plan approval/permitting and be completed within thirty-six (36) months thereafter.
5. That the Restated Declaration, as amended, allows for social membership.
6. That the ALPOA, through duly noticed written ballot, has, by a majority, voted per the Restated Declaration's terms to allow social memberships for said unit owners and the execution of this Agreement subject to the below-stated terms and conditions and provided that the Developer develops the adjacent property in accordance with Paragraph 4 above and Exhibit "B" hereto.

NOW THEREFORE, for and in the consideration stated herein to include the below-stated covenants, the parties hereto stipulate and agree to the Arbor Lakes Declaration upon the following terms:

I. **Recitals:** That the foregoing recitals as described in Paragraphs 1 through 6 above, are true and correct and are hereby incorporated into the body of this Agreement as if fully set forth herein.

II. **Subject Property:** Subject to the terms as stated herein, unit owners on the following real property shall be allowed to become social members of the ALPOA, subject to and governed by the Arbor Lakes Declaration:

Tracts "A" and "B", Arbor Lakes, Phase I, Plat Book 15, Page 75,  
Et. seq., of the Public Records of Citrus County, Florida, and Exhibit  
"A" attached hereto.

("Subject Lands")

III. Special Covenants for Subject Lands: The following special covenants, restrictions, rules, and regulations shall apply to the subject lands:

- A. All unit owners on receipt of title to the subject lands must become social members of the ALPOA, upon the terms stated herein; "unit owners" means the owner or owners of the fee simple title to a unit in the town home project to be developed as described in Paragraph 4 above. Any unit owner may delegate, in accordance with the policies and procedures of ALPOA, his right of enjoyment to the Common Area and facilities to the members of his family, owner's guests, his tenants, or contract purchasers, providing the foregoing actually reside at the Unit Owner's Unit.
- B. Social members of the ALPOA shall be entitled to use of all recreational facilities in the ALPOA in accordance with the rules and regulations of ALPOA to include access to the vehicle storage area provided that the assessed membership dues for all unit owners of the subject lands have been paid in full.
- C. The Developer and/or any Homeowner's Association for unit owners of the subject land shall be assessed membership dues of \$50.00 per unit, per month payable quarterly. The ALPOA reserves the right to adjust the social membership dues on an annual basis in accord with policies of the Association and the

terms of the Restated Declaration. Said social members' dues shall be billed quarterly, in advance, for all units to either the Developer or the Homeowner's Association for all units receiving a certificate of occupancy on the subject lands.

- D. Upon each unit in the subject lands receiving a certificate of occupancy, a one-time fee of \$1,500.00 per unit shall be paid to the ALPOA.
- E. The social membership for units in the subject lands shall be transferable to successor owners in the subject lands provided that the regular unit transfer charges as established by the ALPOA are paid.
- F. The subject lands shall have a separate set of covenants and restrictions for that area. Said covenants and restrictions shall be similar in nature and quality to ALPOA a 55+ adult-age restricted community and shall include restrictions limiting occupancy to individuals 55+ adult or older in accordance with Florida law governing such community. Said covenants and restrictions for the subject lands shall create a separate, independent, POA for the subject lands with mandatory membership therein and a right of assessment for maintenance of the said tracts of land in the Association to include dues for social memberships in ALPOA payable to the POA. The POA shall have no title interest in and to the subject ALPOA lands. Further, the POA shall have no

maintenance or other responsibility for the subject lands unless stated herein.

- G. As to the monument berms along State Road 200 (see attached Exhibit No. "C"), the ALPOA and the subject lands of developer or association shall jointly share the cost of maintenance thereof.
- H. Along the easterly side of the annexed property, a twenty-five (25) foot landscaped buffer shall be maintained by the subject land association with no vertical structures constructed therein.
- I. All social members shall be responsible for compliance with the ALPOA's rules and regulations for the use of the Arbor Lakes amenities and shall be subject to the ALPOA covenants and restrictions per the Restated Declaration as to the rights of discipline and forfeiture of the social membership.
- J. The unit owner's subject land's rights to use of the recreational facilities of the ALPOA is subject to a force majeure and an Act of God clause(s).
- K. The unit owners in the subject lands shall execute a release covenant to the ALPOA similar to the release executed by ALPOA members. ( See, Exhibit "D" attached.)
- L. Default: Failure to pay assessment fees by the Developer (or any successors or assigns) including any Homeowners Association for all units located within the subject lands, or the failure by Developer (or any successor or assigns) to comply with all

provisions of this Agreement, including, but not limited to Developer's obligation to maintain the front entrance and berms. Should the Restrictive Covenants for real property described herein ( Paragraph 3 hereof) fail to prohibit rentals of less than twelve (12) months or fail to restrict onwership or occupancy to age 55+ adults, such shall be a basis for termination of this Agreement as to all units for which social membership applies. Failure to pay in advance monthly dues by the developer, its successors or assigns, including the homeowner's association for units located within the subject lands, shall be the basis for termination of all social memberships. Fifteen (15) days' notice of default and an opportunity to cure shall be provided to the defaulting party. Should any singular social member, their guests or invitees fail to adhere to ALPOA policies and procedures governing the use of ALPOA property, or the abuse of ALPOA property by a singular social member, invitee or guest(s), such shall be a basis for termination of that specific social membership. With exception of the above-specific default clauses, either party shall have those remedies at law or at equity in the event of default.

- M. Term: The term of this Agreement shall be for twenty (20) years and shall renew automatically for ten (10) year terms on the anniversary date of the agreement or any extension unless mutually terminated by the parties.

N. Should the Developer fail to develop the adjacent Tracts "A" and "B" and the land described in Exhibit "A" attached hereto in accordance with Paragraph 4 and Exhibit "B" hereof, ALPOA shall have the right to immediately terminate this Agreement in its entirety upon written notice to the Developer and/or any Homeowner's Association for unit owners of said property.

IV. Construction and Priority: As to the terms and conditions of the original Restated Declaration, as amended, such will be applicable to the social members, provided such deal with the use of the ALPOA property and recreational facilities.

V. Recording: This Agreement shall be recorded in the Public Records of Citrus County, Florida.

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**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV**

The following amendments are made to Article XII, Section (j.) of the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV, recorded in Official Records Book 1804, Page 2219, *et. seq.*, of the Public Records of Citrus County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE XII  
GENERAL PROVISIONS

...

j. Amendment and Modification.

The process of amending or modifying this Declaration shall be as follows:

...

2. Except as provided in Subparagraph 3 of this Paragraph J, after the Turnover Date, this Declaration may be amended ~~(i) by the consent of the Owners of fifty-one percent (51%) of all Lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. by the affirmative vote of the majority of Owners who are voting in person, by absentee ballot, or by proxy at a meeting of the Members at which a quorum has been attained (e.g., once a quorum of those Owners attending in person or by proxy has been obtained at a regular/annual or special meeting of the Members of the Association, a majority of those Owners voting at the meeting in person, by absentee ballot, or by proxy may amend this Declaration). Alternatively, this Declaration may be amended by an instrument signed by not less than a majority of the Owners.~~

...

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV

The following amendments are made to Article III, Section (C.), amending subsections (31), and (32) and adding subsection (37) of the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV, recorded in Official Records Book 1804, Page 2219, *et. seq.*, of the Public Records of Citrus County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE III  
LAND USE CLASSIFICATION AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the provisions herein shall be applicable to the Property, and any additions thereto which may be made pursuant to this Declaration, and run with the land, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

...

C. Additional Provisions for the Preservation of the Values and Amenities.

In order to preserve the values and amenities of Arbor Lakes, the following provisions shall be applicable to the Residential Property and, where specifically stated, the Property:

...

~~31. An Adult Community: In accordance with Subpart E, Housing For Older Persons, Section 100.204 of the Federal Fair Housing Act, Arbor Lakes is designed, promoted, marketed and restricted as an adult community. It is intended that Arbor Lakes be operated, maintained and managed for occupancy by older persons. Accordingly, eighty percent (80%) of the dwelling units in Arbor Lakes shall have at least one (1) resident who is 55 years of age or older. The residents of the remaining twenty percent (20%) of the dwelling units in Arbor Lakes are not required to meet the 55 year age requirement, however, no one under the age of 16 may reside at Arbor Lakes. Persons who are under the age of sixteen (16) and who are guests of the dwelling unit owner(s) are permitted to reside in the dwelling unit for a period of time of not more than fourteen (14) consecutive days at any one time and for no more than thirty (30) days cumulatively in any twelve (12) month period.~~

31. Age 55 and Older Housing Provision. It is the intent of this Age 55 and Older Housing Provision that Arbor Lakes Property Owners Association, Inc. (hereinafter the "Association"), will comply with the Federal Fair Housing Act and any other applicable federal

or state law or regulation, as amended from time to time, which allow the Association to restrict the occupancy of the Dwelling Units, based on age provided certain criteria are met.

(a) At least one person who is fifty-five (55) years of age or older shall occupy permanently at least eighty percent (80%) of all the Dwelling Units, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, which regulation shall apply to all occupancy calculations under this provision. Except as otherwise provided herein, persons under fifty-five (55) years of age who are also age eighteen (18) years or older shall not permanently occupy or reside in a Dwelling Unit unless one of the other permanent occupants of the Dwelling Unit is age fifty-five (55) years or older. Persons under eighteen (18) years of age shall not permanently occupy a Dwelling Unit except as set forth below, but such persons age eighteen (18) years or less may occupy a Dwelling Unit only on a temporary basis as a guest, not to exceed fourteen (14) consecutive days at any one time and for no more than thirty (30) days cumulatively in any twelve (12) consecutive month period.

(b) Notwithstanding the requirements of Section 31(a) set forth above, and except as set forth in Section 31(c) below, the following exceptions to the aforesaid age restrictions shall apply as permitted by the Association's Board of Directors on a case-by-case basis upon request of the affected Dwelling Unit occupant:

(i) If more than one person occupies a Dwelling Unit, and the only co-occupant who was fifty-five (55) years of age or older dies, then the Board of Directors may waive the requirement for one occupant of this Dwelling Unit to be age fifty-five (55) years or older. This exception for each such Dwelling Unit shall lapse upon transfer of the Dwelling Unit to a person who was not a co-occupant with the deceased occupant. For the Board to consider this exception, the deceased occupant's co-occupant shall notify the Association's Board of Directors within thirty (30) days of the death of an occupant who was over fifty-five (55) years of age.

(ii) The restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to those Dwelling Units in which no person age fifty-five (55) years or older occupies such Dwelling Unit as of the date of adoption of this provision, for as long as such Dwelling Unit remains permanently occupied by one or more of the same occupants. This exception for each such Dwelling Unit shall lapse upon transfer of the Dwelling Unit to a new Lot Owner or tenant.

(iii) If a person under eighteen (18) years of age is or becomes the legal ward of a Lot Owner who is age fifty-five (55) years or older or if such person under eighteen (18) years of age is or becomes otherwise economically or medically dependent upon such Lot Owner, the Board of Directors may waive the thirty (30) day limitation for occupancy by such underaged person on a yearly, case-by-case basis. However, this exception shall only be available for Dwelling Units occupied by the Owner thereof, who is fifty-five (55) years of age or older.

(iv) The Board of Directors may consider other exceptions for hardship situations on a case-by-case basis.

(c) None of the foregoing exceptions delineated in Section 31(b) shall be permitted where granting such exception will result in the Association violating the Fair Housing Act or its implementing regulations or where granting such exception will result in the Association losing its right to enforce its Declaration, rules and regulations, or any other governing document of the Association. It shall be the responsibility of the Board of Directors to determine whether eighty (80%) percent of the Dwelling Units, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, are occupied by at least one person who is age fifty-five (55) years or older. The Board of Directors shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy after the effective date of this provision where such occupancy would create a violation of the required percentage as set forth in Title 24, United States Code of Federal Regulations, Part 100.

(d) The Board of Directors shall provide to the affected occupants a written decision regarding any matter which the Board of Directors makes pursuant to this Section 31.

(e) To implement this provision according to the Federal Fair Housing Act and all amendments and implementing regulations thereto, the Board shall undertake the following actions:

(i) This provision shall be published to all Lot Owners and tenants to demonstrate this Association adheres to policies and procedures intended to provide housing for persons fifty-five (55) years of age and older.

(ii) The Association shall comply with regulations issued by the United States Department of Housing and Urban Development and set forth in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, for verification of occupancy by reliable surveys and affidavits and for the maintenance of records demonstrating that at least one person who is age 55 years or older occupies at least 80% of the Dwelling Units.

(f) Upon the request of the Association, all Lot Owners, lessees and any other occupants of any particular Dwelling Unit within the Association shall be required to cooperate with the Association in providing the reliable surveys or affidavits verifying the age of a Dwelling Unit's occupants as specified by Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, or any other federal or state law or regulation.

32. Property Rentals: Homeowners may rent to tenants, for a period of not less than six months, provided that the Association pre-approves a rental application provided by and submitted by the homeowner. All rental agreements and tenants shall be subject to the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes. Any Owner of a Dwelling Unit shall be entitled to rent or lease such Dwelling Unit, subject to the following provisions, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

(a) A written rental or lease agreement must exist specifying that (i) the tenant shall be subject to all provisions of this Declaration and any other governing document of the Association, and (ii) a failure to comply with any provision of this Declaration or any other governing document of the Association shall constitute default under the rental or lease agreement. For purposes of this Declaration, a written rental or lease agreement shall mean any document in which any form of compensation is provided to an Owner for use of Dwelling Unit. A lease or rental is similarly defined as providing compensation of any nature to an Owner for use of a Dwelling Unit.

(b) The period of the rental or lease agreement is not less than six (6) months nor more than one (1) year, unless otherwise allowed by the Board;

(c) The Owner gives notice of the tenancy to the Association, as further provided in this Section, and is otherwise in compliance with the terms of this Declaration;

(d) No portion of a Dwelling Unit, other than the entire Dwelling Unit, which exists on a Lot shall be rented or leased. As such, no room, "in-law"-style dwelling area, carriage house, or other structure which exists as a portion of a Dwelling Unit existing on a Lot shall be rented or leased separate and apart from any remaining portion of the Dwelling Unit which may be subject to a rental or lease agreement. Moreover, except as otherwise provided by law, the total number of occupants in an Dwelling Unit at any time shall not exceed twice the number of bedrooms within any such Dwelling Unit;

(e) All persons 18 years or older, residing or proposed to reside in the Dwelling Unit, are included in the lease or rental agreement as subject to the terms of the lease or rental agreement and, for purposes of this Section, are considered to be tenant(s) and/or lessee(s);

(f) Dwelling Units are leased or rented exclusively for residential purposes;

(g) No Time Shares are permitted;

(h) Prior to, and as a condition of, occupancy of the Dwelling Unit by tenant(s) or lessee(s);

(i) the Association is furnished with a copy of the lease or rental agreement, at least thirty (30) days in advance of any lease or rental commencing, except as otherwise provided by law, specifically including, but not limited to Florida Statute §83.683(2)(2016), as amended from time to time, and

(ii) the Association approves the proposed lease, and the lease or rental agreement related thereto, as further provided in item (i) below;

(i) All leases or rental agreements must provide and contain (and if they do not, shall be deemed to provide and contain) the terms and provisions set forth in (i) through (vi)

immediately below, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement;

(i) The lessee(s) and/or tenant(s) covenant(s) and agree(s) to conform and comply with any and all covenants, conditions, restrictions, easements, terms and conditions contained in this Declaration, the Articles, the Amended By-Laws, the rules and regulations, and all policies and/or procedures of the Association, all as amended from time to time ("Governing Documents"), together with any responsibilities set forth by State Law, including Florida Statutes Ch. 720, whether or not same are incorporated by reference as part of any lease or rental agreement, and the covenants, conditions, restrictions, easements, terms and conditions contained within the Governing Documents and State Law shall also be deemed to be assented to by any guest(s), licensee(s), or invitee(s) of any lessee(s), tenant(s), and/or Owner(s). A violation of the Governing Documents and/or State Law is, and shall be considered to be, a material breach of the lease or rental agreement;

(ii) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use and occupancy by the lessee(s) or tenant(s) of the Dwelling Unit;

(iii) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use by the lessee(s) or tenant(s) of the Common Area, Common Property, or any other property of any nature owned by the Association;

(iv) Lessee(s), tenant(s) and Owner(s) covenant and agree not to sublease or assign this lease or any other lease of the Dwelling Unit, without the prior written approval of the Association;

(v) Lessee(s), tenant(s) and Owner(s) shall, covenant and agree not to cause any damage, of any nature, or any alteration, to any Common Area, Common Property, or any other property of any nature owned by the Association. Similarly, lessee(s), tenant(s), and Owner(s), for themselves and for all of their guest(s), licensee(s), and/or invitee(s), covenant and agree that each and every one of the above shall not cause any damage, of any nature, or any alteration, to any Common Area, Common Property, or any other property of any nature owned by the Association; and

(vi) The Association shall have the right to recover and be entitled to damages, terminate any lease or rental agreement, evict (or require the Owner(s) to evict) any tenant(s) or lessee(s), and obtain injunctive relief for any violation of the Governing Documents and State Law by the tenant(s) and/or lessee(s) of such Owner(s). Should the Association opt to proceed with evicting any tenant or lessee, predicated on any violation or infraction of Governing Documents, as determined in the sole unfettered discretion of the Board, such tenant or lessee shall permanently vacate the Dwelling Unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided

to the address of such Dwelling Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Dwelling Unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Dwelling Unit. All notices provided for by this item (vi) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage:

(i) The initial guidelines for review, and approval or disapproval, of any and all proposed leases or rental agreements shall be as follows:

(i) Not later than thirty (30) days before the first day of anticipated occupancy and/or residency under a lease or rental agreement, except as otherwise provided by law, specifically including, but not limited to Florida Statute §83.683(2)(2016), as amended from time to time, a Dwelling Unit Owner who wishes to lease or rent his/her Dwelling Unit shall deliver to the Board written notice of the Owner's intention to lease or rent the Dwelling Unit, which notice shall include the following:

(a) name, address and any other information deemed necessary by the Board of the proposed lessee(s) and/or tenant(s). All proposed residents of the Dwelling Unit age eighteen (18) years or over shall be required to be considered to be lessee(s) and/or tenant(s) for purposes of this Section;

(b) two (2) documents reasonably establishing and proving each lessee's and/or tenant's identity, one (1) of which must be a valid, reasonably acceptable, and current copy of a photo identification (e.g.: driver's license, passport, or other reasonable government-issued documentation of such individual);

(c) information regarding each proposed lessee's and/or tenant's pets including, but not limited to, the type and number of pets (note, no more than two domesticated household pets may be kept in any Dwelling Unit. Further animal and pet restrictions for Dwelling Units are found in Article III, Section C(14) of this Declaration, as may be amended from time to time);

(d) a correct, complete and executed copy of the proposed lease or rental agreement, which lease or rental agreement must provide it is subject to the prior written approval of the Association; and

(e) a criminal background check performed by or on behalf of the Owner regarding the intended lessee(s) and/or tenant(s). Alternatively, at the direction of the Board, or any agent of the Association, the Owner, and each intended lessee and/or tenant, shall, in writing, authorize the Association to perform a criminal background investigation upon each intended lessee and/or tenant. The Owner, or each intended lessee and/or tenant, shall also provide the Association a nominal fee, as determined by the Board, for the costs of the criminal background investigation, in advance of any such investigation. The Owner and each intended lessee and/or tenant shall, by providing such fee, authorize any investigation into the employment, criminal background, general reputation, character, personal characteristics, and mode of living of each intended lessee and/or tenant, as the Board or any agent thereof, feels necessary or desirable. The Board shall have the authority to use any information included in any

investigation received by the Association in making any decisions relating to the intended lease and/or occupancy of a Dwelling Unit, except as to the extent specifically prohibited by law.

(f) such other and further information as the Board, in its sole unfettered discretion, deems necessary in order to conduct its evaluation of whether to approve or disapprove the anticipated lease or rental agreement. The Board may adopt rules and regulations, and require the use of approved forms, in furtherance of this purpose. Moreover, the Board shall have the authority to delegate its right and authority to review, approve or disapprove any lease or rental of a Dwelling Unit, or any lease or rental agreement related thereto, on behalf of the Association to any agent of the Association, or any committee of the Association (hereinafter sometimes referred to as its "Delegated Representative"), by a vote of the majority of the members of the Board. The Board shall have the authority to use any information received as a part of any review or evaluation conducted in accordance with this Section, in making any decisions relating to the intended lease and/or occupancy of a Dwelling Unit, except as to the extent specifically prohibited by law.

(ii) Except as otherwise provided by law, unless the Board, within thirty (30) days after its receipt of all the information required above, approves or disapproves the proposed lease or rental, and any lease or rental agreement related thereto, such lease and agreement shall be deemed approved as more fully set forth hereinafter. The Board or its Delegated Representative may approve or disapprove any such proposed lease or rental agreement in its sole unfettered discretion, except that the Board and/or such Delegated Representative, in exercising its power of disapproval, must act in a manner that is neither arbitrary nor unlawfully discriminatory.

(iii) Consistent with item (ii) immediately above, the Board or its Delegated Representative shall have the right to disapprove any lease or rental of a Dwelling Unit for any reason in its sole and unfettered discretion, except as otherwise constrained herein or by law. Without limiting the extent of the Board's or its Delegated Representative's discretion, the Board or its Delegated Representative shall have the specific authority to disapprove any lease or rental of a Dwelling Unit if:

(a) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, has been convicted of a felony; or

(b) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, constitutes a Sexual Predator as that term is used and/or defined in this Declaration, as same may be amended from time to time; or

(c) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, or the Owner, has at any time, as determined by the Board within its sole unfettered discretion, violated any policy, rule and regulation, covenant, condition, or provision within the Governing Documents or State Law.

(iv) The Board or its Delegated Representative shall endeavor to review all leases or rental agreements in the order that they are received. The Board shall have the power

to adopt and amend rules and regulations governing the details and methodology of this review process, including guidelines for approval and disapproval of leases or rental agreements, as the same may be deemed necessary by the Board from time to time. If the Board or its Delegated Representative, after receiving all the required lease information and documents, or as set forth herein, fails or refuses within the allotted time to either deliver or mail a written notice to the Owner of its approval or disapproval, then the lease or rental, and any lease or rental agreement related thereto, shall be deemed approved. The Board or its Delegated Representative shall not be required to approve, and shall specifically have the sole unfettered discretion to disapprove, any lease or rental, and/or any lease or rental agreement, until such time as all unpaid assessments, expenses, judgments, fines, court costs and attorney's fees (if any) incurred by the Association, and all other monies due and owing the Association, for or in relation to the Dwelling Unit, have been paid in full.

(v) If the Board or its Delegated Representative disapproves the lease or rental, and/or any lease or rental agreement related thereto, and notifies the Owner in writing within the allotted time, the lease or rental shall not be made, and any tenant and/or lessee, or proposed tenant and/or lessee, shall not occupy the Dwelling Unit.

(vi) If any tenant and/or lessee, or proposed tenant and/or lessee, misrepresents any information on his or her lease or rental agreement and/or in any documentation supplied to the Association in connection with the proposed lease or rental, then the Board, at any subsequent date, may, in its sole unfettered discretion, terminate any such lease or rental agreement as may have been approved or been deemed approved. Upon such event the tenant and/or lessee shall permanently vacate the Dwelling Unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such Dwelling Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Dwelling Unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Dwelling Unit. All notices provided for by this item (vi) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage;

(k) It is agreed by each Owner that any lease or rental, and/or any lease or rental agreement, that is not approved or deemed approved pursuant to the terms of this Declaration, as amended, shall be void unless subsequently approved by the Board. Further, no lease or rental agreement shall be automatically renewed or extended beyond its initial lease term without the prior written approval of the Association. Any Owner desiring to renew or extend a valid lease or rental agreement beyond its initial lease term must submit a request for renewal or extension to the Board at least thirty (30) days prior to the expiration of the initial lease term, except as otherwise provided by law. The provisions and procedures provided for herein for original leases and rental agreements shall likewise be applicable to any renewal or extension of any initial lease term;

(l) The Owner(s) of a Dwelling Unit so proposing to lease or rent such Dwelling Unit hereby delegate and assign to the Association the non-exclusive power, right, and authority to

evict their lessee(s) and/or tenant(s), on behalf of the Owner(s), to the extent permitted by law. If the lease or rental, or lease or rental agreement related thereto, is made without the approval of the Association or if lessee(s) and/or tenant(s) or Owner(s) violate any provisions of the Governing Documents or law, as determined in the sole unfettered discretion of the Board, then the Association shall have the right to:

- i. cancel and terminate the lease and any lease agreement or rental agreement applicable thereto;
- ii. recover damages;
- iii. evict (or require Owner to evict) the tenant(s) and/or lessee(s), and
- iv. obtain injunctive relief against the Owner(s), lessee(s) and tenant(s).

Should the Association opt to proceed with evicting tenant(s) and/or lessee(s), predicated on any violation or infraction of the Governing Documents or State Law, as determined in the sole unfettered discretion of the Board, such tenant and/or lessee shall permanently vacate the Dwelling Unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter. Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such Dwelling Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Dwelling Unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Dwelling Unit. All notices provided for by this item (i) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage.

Further, the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in any such enforcement, as well as any action commenced with respect to same, whether or not a lawsuit or petition for arbitration or mediation be filed (including without limitation, attorneys' and paralegals' fees and costs upon appeal, and in bankruptcy) from the Owner(s), lessee(s) and/or tenant(s), jointly and severally. If such costs and attorneys' fees are not paid by the lessee(s), tenant(s) and/or Owner(s) within fifteen (15) days of demand therefor, such costs and attorneys' fees shall bear interest at the highest rate permitted by law. The obligation of the lessee(s), tenant(s) and/or Owner(s) to pay or reimburse the Association such costs and attorneys' fees will, if not paid within fifteen (15) days of demand therefor, give rise to a cause of action against the lessee(s), tenant(s) and Owner(s) pursuant to this Declaration, as amended, and the Association shall have the right to assess the Owner(s) for such costs and attorneys' fees as provided for in this Declaration, as amended;

(m) Except as otherwise provided for in the Governing Documents and by law, and subject to the right of the Board to adopt and amend rules, regulations, and policies (including rules, regulations and policies governing the lease or rental of a Dwelling Unit as well as access and use of Common Area or Common Property), a lessee and/or tenant of a Dwelling Unit has all of the use rights in the Common Area or Common Property otherwise readily available for use generally by any Owner, and the Owner of the leased or rented Dwelling Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner to the Dwelling Unit as landlord pursuant to applicable law;

(n) Association shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Owner(s) under any lease or rental agreement, and Owner(s) hereby agree to indemnify Association for, and to save it harmless from, any and all liability arising from any lease(s) or rental(s) of their Dwelling Unit(s), as well as from any occupancy and use of their Dwelling Unit(s). This Section shall not place responsibility for the control, care, management, or repair of said Dwelling Unit upon the Association, or make the Association responsible or liable for any negligence in the management, operation, upkeep, repair, or control of the Dwelling Unit. Similarly, the Association shall not be responsible or liable for any loss, injury or death to any lessees, as well as to their tenants, guests, subtenants, occupants, property managers, licensees, agents, and/or employees, to the maximum extent permitted by law;

(o) Owner(s) agree(s) that the invalidation of any provision or provisions of the covenants and restrictions set forth in this Section (or any portion thereof) by judgment or court order shall not affect or modify any of the other provisions or portions of said covenants and restrictions, which other provisions (or portions thereof) shall remain in full force and effect.

...

37. Restriction on Ownership of Multiple Lots: Effective as of the date of recording of this amendment to this Declaration, no Family Group, or any member of a particular Family Group, shall own, either collectively or individually, any number of Lots within the Association greater than three (3). For purposes of this Declaration, a "Family Group" shall be defined as a group including any Lot Owner, any spouse, parent, child, step-parent, step-child, brother, sister, half-brother, half-sister, step-brother, or step-sister of any Lot Owner, and any legal entity, including any partnership, trust, family trust, corporation or company, of any kind, in which a Lot Owner holds an interest equal to or greater than five percent (5%) of the value of the entity. This restriction shall limit the number of Lots owned, either collectively or individually, by a particular Family Group, or any member of a particular Family Group, within the Association to three (3). If any Family Group, or any member of a particular Family Group, acquires or owns, collectively or individually, greater than three (3) Lots within the Association at any time, the Family Group, or any member of a particular Family Group, shall be required to sell or transfer title to another person or entity outside of the Family Group within twelve (12) months of the date of acquisition of the Lot(s) the same number of Lot(s) exceeding the number of three (3) owned, collectively or individually, by said Family Group, or any member of a particular Family Group. Notwithstanding anything to the contrary contained herein, this provision shall not apply to any Family Group, or any member of a particular Family Group, owning, either collectively or individually, more than three (3) Lots within the Association as of the date of recording of this amendment to this Declaration. However, if this Family Group, or any member of this particular Family Group, acquires any additional Lots within the Association, that same Family Group, or any member of that particular Family Group, shall be required to sell or transfer title within twelve (12) months of acquisition of those additional Lots within the Association any number of Lots necessary to reduce the number of Lots within the Association owned, either collectively or individually, by that Family Group, or any member of that particular Family Group, to that number owned, either collectively or individually, as of the date of recording of this amendment to the Declaration, or a lesser number.

...

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Brian S. Hess, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV  
REGARDING SEXUAL OFFENDERS AND SEXUAL PREDATORS**

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV is made and entered into as of the 16 day of January, 2017, by ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Florida not-for-profit corporation, whose mailing address is 2180 West SR 434, Suite 5000, Longwood, FL 32779.

**WITNESSETH:**

WHEREAS, the Arbor Lakes Subdivision is subject to and encumbered by that certain AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES-UNITS I, II, III & IV, recorded in Official Records Book 1804, Page 2219, *et. seq.*, of the Public Records of Citrus County, Florida (hereinafter referred to as the "Amended Declaration");

WHEREAS, the Amended Declaration was amended as follows:

- A. Amendment to the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes-Units I, II, III & IV, recorded in Official Records Book 2075, Page 1772, *et. seq.*, of the Public Records of Citrus County, Florida;
- B. Certificate of Amendment to Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes-Units I, II, III & IV, recorded in Official Records Book 2753, Page 869, *et. seq.*, of the Public Records of Citrus County, Florida;

WHEREAS, the Amended Declaration was a complete amendment and restatement of the following: DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNIT I, recorded in Official Records Book 0973, Page 0163, *et. seq.*, of the Public Records of Citrus County, Florida (hereinafter referred to as the "Original Declaration - Unit I"), as amended; DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNIT II, recorded in Official Records Book 1308, Page 0962, *et. seq.*, of the Public Records of Citrus County, Florida (hereinafter referred to as the "Original Declaration - Unit II"); and DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS III & IV, recorded in Official Records Book 1416, Page 0128, *et. seq.*, of the Public Records of Citrus County, Florida (hereinafter referred to as the "Original Declaration - Units III & IV"), as amended;

WHEREAS, the Original Declaration - Unit I was amended as follows:

- A. Amendment to Declaration of Protective Covenants and Restrictions for Arbor Lakes - Unit I, recorded in Official Records Book 1168, Page 0676, *et. seq.*, of the Public Records of Citrus County, Florida;
- B. Amendment to Declaration of Protective Covenants and Restrictions for Arbor Lakes - Unit I, recorded in Official Records Book 1302, Page 0939, *et. seq.*, of the Public Records of Citrus County, Florida;

WHEREAS, the Arbor Lakes Subdivision shall mean and include the Property as that term is defined in the Amended Declaration.

WHEREAS, the Board endorses the subject Amendment.

WHEREAS, the Association is creating, adding and implementing a new Article XIII to the Amended Declaration addressing residency restrictions with respect to sexual offenders and sexual predators;

WHEREAS, pursuant to Article XII, Section J of the Amended Declaration, such amendment(s) were passed and approved by the affirmative vote of the majority of Owners who are voting in person, by absentee ballot, or by proxy at a meeting of the members at which a quorum has been attained;

WHEREAS, the Association has properly adopted the subject Amendment in accordance with the provisions of the Amended Declaration on the 16 day of January, 2017.

WHEREAS, the Association has determined that it would be prudent and in the Owners' best interest to amend the Amended Declaration to add supplemental provisions regulating and

prohibiting sexual offenders and sexual predators from residing within the Arbor Lakes Subdivision;

WHEREAS, the Board and members of the Association are deeply and profoundly concerned about the unfortunate numerous occurrences within the State of Florida and the United States when convicted sexual offenders have been released from custody and then repeat the unlawful acts for which they had originally been convicted;

WHEREAS, the Board finds from the available evidence that the recidivism rate for released sexual offenders is alarmingly high, especially for those who commit crimes upon children;

WHEREAS, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Statistics (hereinafter referred to as the Bureau of Justice), studied the recidivism of sex offenders released since 1994 and found the following:

- (1) Within three (3) years following their release, 5.3% of sex offenders (men who had committed rape or sexual assault) were rearrested for another sex crime.
- (2) On average the 9,691 sex offenders served less than half of their 8-year sentence.
- (3) Compared to non-sex offenders released from state prisons, released sex offenders were four (4) times more likely to be rearrested for a sex crime.
- (4) Of the released sex offenders, 3.5% were reconvicted for a sex crime within the three (3) year follow-up period, 24% were reconvicted for a new offense and 38.6% were returned to prison, either because they received another prison sentence or because of a parole violation.
- (5) The 9,691 released sex offenders studied included 4,295 men who were in prison for child molesting; and

WHEREAS, other Bureau of Justice surveys have shown that 70% of all men in prison for a sex crime were men whose victim was a child;

WHEREAS, the Washington State Institute for Public Policy published its findings of high recidivism rates among 417 released sexual predators and determined that 57% of the predators re-offended within six (6) years of being released from prison and the study further showed that felony sex offenses were the crimes of choice for the sex offenders of which 16% did not register as sex offenders and that approximately 180 of the "recidivists" committed crimes "considered precursors to child molestation";

WHEREAS, experts in the area of criminology have stated that "all sexual assaults should be considered violent behavior";

WHEREAS, Section 947.1405(7), *Florida Statutes*, provides, in pertinent part, that:

"Any inmate who is convicted of a crime committed on or after October 1, 1995, or who has been previously convicted of a crime committed on or after October 1, 1995, in violation of chapter 794<sup>1</sup>, s. 800.04<sup>2</sup>, s. 827.071<sup>3</sup>, s. 847.0135(5)<sup>4</sup>, or s. 847.0145<sup>5</sup>, and is subject to conditional release supervision, shall have, in addition to any other conditions imposed, the following special conditions imposed by the commission:

2. If the victim was under the age of 18, a prohibition on living within 1,000 feet of a school, child care facility, park, playground, designated public school bus stop, or other place where children regularly congregate. A releasee who is subject to this subparagraph may not relocate to a residence that is within 1,000 feet of a public school bus stop. Beginning October 1, 2004, the commission or the department may not approve a residence that is located within 1,000 feet of a school, child care facility, park, playground, designated school bus stop, or other place where children regularly congregate for any releasee who is subject to this subparagraph. On October 1, 2004, the department shall notify each affected school district of the location of the residence of a releasee 30 days prior to release and thereafter, if the releasee relocates to a new residence, shall notify any affected school district of the residence of the releasee within 30 days after relocation. If, on October 1, 2004, any public school bus stop is located within 1,000 feet of the existing residence of such releasee, the district school board shall relocate that school bus stop. Beginning October 1, 2004, a district school board may not establish or relocate a public school bus stop within 1,000 feet of the residence of a releasee who is subject to this subparagraph. The failure of the district school board to comply with this subparagraph shall not result in a violation of conditional release supervision. . . ."

WHEREAS, during a previous Legislative Session, the Florida Legislature passed House Bill 1877 which is commonly known as the "Jessica Lunsford Act," which Act was approved by Governor Jeb Bush on May 2, 2005 and has been codified as Chapter 2005-28, *Laws of Florida*;

WHEREAS, the "Jessica Lunsford Act" ostensibly has increased the number of offenders who will be designated as sexual offenders and will otherwise strengthen the State's efforts to control the cancer of child sexual victimization;

<sup>1</sup> Sexual battery.

<sup>2</sup> Lewd or lascivious offenses committed upon or in the presence of persons less than 16 years of age.

<sup>3</sup> Sexual performance by a child.

<sup>4</sup> "Computer Pornography and Child Exploitation Prevention Act."

<sup>5</sup> Selling or buying of minors.

WHEREAS, the Florida Department of Law Enforcement provides a database containing public record information on offenders classified as sexual predators and sexual offenders under Florida law because of a conviction for a sex-related crime and/or a specified crime against children which information is made available to interested citizens to help them educate themselves about the possible presence of such offenders in their local communities;

WHEREAS, experts in the field of child sex crimes, such as those at the John Jay College in New York, state that "... child sexual abuse is significantly underreported" and a study of the Center for Sex Offender Management, a project of the United States Department of Justice, noted that "[a]lthough sex offenders account for only a small percentage of the total offender population, probably no other group of offenders evokes as much fear in citizens and concern among policymakers and practitioners. In an effort to protect the public from the threats posed by known sex offenders and to ensure that the most effective management practices possible are in place, communities across the country are working hard to assess and plan improvements in their current approaches to sex offender management";

WHEREAS, one expert author has written that "[t]here is overwhelming evidence that indicates that our current system of punishing or treating sexual offenders is failing us" and a publication of the American Medical Association (AMA) states that "[c]hild sexual abuse has been endemic for generations, but recognition of the prevalence and the potential devastating psychological effects have only recently received attention" and the AMA publication goes on to state that "[r]ecent studies suggest that approximately 20% of children will be sexually abused in some way before they reach adulthood, with this figure cumulating at a rate of about 1% each year";

WHEREAS, the Florida Department of Law Enforcement has noted that "[t]he theme of the 1997 National Institute of Justice (NIJ) Conference on Criminal Justice Research and Evaluation, *Crime and Place*, reflects an emerging trend among criminal justice researchers and practitioners to shift the focus of crime prevention and suppression efforts from people (potential offenders) to places";

WHEREAS, the Colorado Bureau of Investigation has assembled the following relevant statistics:

- (1) In 2001, there were approximately 386,000 registered sex offenders in United States.
- (2) Approximately 95% of sex offenders in the U.S. are under correctional supervision in the community.
- (3) At least half of convicted child molesters report that they also have been sexually assaulted as a child.
- (4) Over 80% of convicted adult rapists report that they have molested children.
- (5) Approximately one-third (1/3) of sex offenders report assaulting both males and females. Research shows that most convicted sex offenders have committed many, many assaults before they are caught.

- (6) Most sex offenders report that they have committed multiple types of sexual assault (sexual assault crimes include exhibitionism, voyeurism, oral sex, vaginal penetration, attempted penetration, fondling, and incest).
- (7) Over two-thirds (2/3) of offenders who reported committing incest also said they assaulted victims outside the family.
- (8) Studies of victims have found that less than 16% of sex crimes are reported to law enforcement.
- (9) Young victims who know or are related to the perpetrator are least likely to report the crime to authorities.
- (10) Most offenders commit multiple crimes against multiple types of victims with whom they have varying types of relationships (adults, children, male, female, known and unknown). This behavior is known as "crossover."
- (11) Sex offenders rarely commit a single type of offense. Many offenders have NO official criminal record or sex crime history of any kind.
- (12) There is no such thing as a "typical" sex offender, however all tend to be manipulative, deceptive, and secretive. Sex offenders come from all backgrounds, ages, income levels, and professions.
- (13) Sex offenders usually do not commit their crimes impulsively. They usually carefully plan their crimes;

WHEREAS, the Board and the Association desire to protect the residents of the Arbor Lakes Subdivision from criminal activity to the maximum extent afforded by controlling law and further desire to promote and advance the health, safety and welfare, of the residents of the Arbor Lakes Subdivision.

NOW THEREFORE, the Amended Declaration is hereby amended to add Article XIII to the Amended Declaration, as follows:

...

ARTICLE XIII  
SEXUAL OFFENDERS AND SEXUAL PREDATORS

A. Definitions. For purposes of this Article XIII, the terms "Permanent Residence" and "Temporary Residence" shall have the meanings set forth below:

1. "Permanent Residence" shall have the meaning as defined in Section 775.21, *Florida Statutes*, as amended (*The Florida Sexual Predators Act*), which currently defines Permanent Residence as a place where the person abides, lodges, or resides for 5 or more consecutive days.

2. "Temporary Residence" shall have the meaning as defined in Section 775.21, *Florida Statutes*, as amended (*The Florida Sexual Predators Act*), which currently defines Temporary Residence as a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of 5

or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state.

B. Residency of Sexual Offenders and Sexual Predators Prohibited.

1. It is prohibited for any person who has been deemed a sexual predator under the provisions of Section 775.21, *Florida Statutes*, or has been convicted of a violation of an offense that provides for the assignment of such status under Florida law to include, but not be limited to, Section 794.011<sup>6</sup>, Section 800.04<sup>7</sup>, Section 827.071<sup>8</sup>, Section 847.0135(5)<sup>9</sup>, or Section 847.0145<sup>10</sup>, *Florida Statutes*, regardless of whether adjudication has been withheld (the term convicted to include not only the listed Florida statutory provisions, but, also, a conviction of a similar offense with similar elements of proof by a Federal, or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and, further, includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any State of the United States or other jurisdiction), when the victim of the offense for which the conviction resulted was sixteen (16) years of age or less at the time the offense was committed, to establish a Permanent Residence or Temporary Residence located within the Arbor Lakes Subdivision, when such residence is located within two thousand five-hundred (2,500) feet of any:

- (a) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within the Arbor Lakes Subdivision or not; or
- (b) school bus stop, regardless of whether the school bus stop lies within the Arbor Lakes Subdivision or not.

2. For the purposes of determining the minimum distance separation requirement, distance shall be measured by following a straight line from the outer property line of the Permanent Residence or Temporary Residence closest to the nearest outer property line of the public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop.

3. A person residing within two thousand five-hundred (2,500) feet of any public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop does not commit a violation of this Amendment, if any of the following apply:

<sup>6</sup> Sexual Battery.

<sup>7</sup> Lewd or lascivious offenses committed upon or in the presence of persons less than 16 years of age.

<sup>8</sup> Sexual performance by a child.

<sup>9</sup> "Computer Pornography and Child Exploitation Prevention Act."

<sup>10</sup> Selling or buying of minors.

- (a) The person established the Permanent Residence or Temporary Residence prior to or as of the effective date of this Amendment (i.e., the date it is recorded in the Public Records of Citrus County, Florida). As such, the provisions of this Amendment shall not be applied to persons residing at a prohibited location on the effective date of this Amendment such that it is not the intent of this Amendment to impair valid, existing and *bona fide* contract rights; provided, however, that the provisions of this Amendment shall apply upon termination of any leasehold relationship arising from a landlord tenant relationship or the expiration of a lease. Similarly, when a person who is the subject of this Amendment changes residences, this Amendment shall fully apply to such persons.
- (b) The person was a minor when he/she committed the offense and was not convicted as an adult.
- (c) The person is a minor.
- (d) The public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop was opened after the person established the Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Section 775.21<sup>11</sup>, 943.0435<sup>12</sup> or 944.607<sup>13</sup>, *Florida Statutes*.

C. Renting Real Property to Sexual Offenders and Sexual Predators Prohibited.

1. It is prohibited for any Owner or lessor to let, rent or lease any Dwelling Unit with the knowledge that it will be used as a Permanent Residence or Temporary Residence by any person prohibited from establishing such Permanent Residence or Temporary Residence pursuant to the terms of Article XIII of the Amended Declaration, if such Dwelling Unit is located within two thousand five-hundred (2,500) feet of any:

- (a) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within the Arbor Lakes Subdivision or not; or
- (b) school bus stop, regardless of whether the school bus stop lies within the Arbor Lakes Subdivision or not.

<sup>11</sup> The Florida Sexual Predators Act.

<sup>12</sup> Sexual Offenders Required to Register with the Department.

<sup>13</sup> Notification to Department of Law Enforcement of Information on Sexual Offenders.

Hereafter, persons prohibited from establishing such Permanent Residence or Temporary Residence pursuant to Article XIII of the Amended Declaration shall sometimes be referred to as "Sexual Predators."

2. Each Owner shall confirm from a thorough and properly conducted nationwide search of the National Sex Offender Public Registry (<http://www.nsopw.gov/>) database or a nationwide search performed by a member in good standing of the National Association of Professional Background Screeners (<http://www.napbs.com>) or other organization which performs at least an equally comprehensive search and listing of sexual offenders, whether any prospective renter, lessee or adult resident is a registered sexual offender or sexual predator as defined or determined by State law and more importantly, whether such prospective renter, lessee or adult resident is a Sexual Predator as defined herein, prior to letting, renting or leasing any Residential Unit for use as a Permanent Residence or Temporary Residence that is located within two thousand-five hundred (2,500) feet of any:

- (a) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within the Arbor Lakes Subdivision or not; or
- (b) school bus stop, regardless of whether the school bus stop lies within the Arbor Lakes Subdivision or not.

An Owner or lessor may use the National Sex Offender Public Registry (<http://www.nsopw.gov/>) database for the purposes of fulfilling the search requirements of this subsection.

D. Remedies.

In the event any person specifically including but not limited to any Owner, lessor, tenant, lessee or other occupant of a Residential Unit violates any portion of this Article XIII as same may be amended from time to time, the Association may avail itself of any and all rights, power and authority it has to compel compliance and all the remedies available to the Association shall not be mutually exclusive and the exercise of one or more remedies shall not preclude the exercise of any other remedy. Such rights and remedies shall expressly include but not be limited to immediately suspending and turning off the portable automated remote gate access control mechanism which raises the entrance gates into the Arbor Lakes Subdivision for vehicular access (hereafter referred to as an "RFID"). In the event the Association elects to avail itself of the remedy of suspending and turning off RFID(s), then in that event the Association shall be expressly entitled to suspend and turn them off not only for any and all individuals who are in violation, but also for any and all other individuals who have established a Permanent Residence or Temporary Residence in the Residential Unit which compromises the Permanent Residence or Temporary Residence of the violator. The term RFID stands for "Radio Frequency Identification Device".

**SCHEDULE OF AMENDMENTS  
TO  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS  
FOR  
ARBOR LAKES-UNITS I, II, III, & IV**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section A, Use Classifications of Property, Subsection 3, Association Property, of the Amended and Restated Declaration shall be amended to read as follows:

3. Association Property: All of the Association Property including, but not limited to the dock(s) extending into Lake Tsala Apopka, shall be owned and held by the Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof, and subject to the provisions of this Declaration and all applicable Plats or Replats. The costs of administering, operating, maintaining, repairing, replacing, and reconstructing the Association Property, and any improvements to the maintained thereon, shall be a part of the Operating Expenses, except that the cleaning of the common sidewalk and curb and gutter in the front and side of a residence or vacant lot is the responsibility of the property owner of the residence or vacant lot.

2. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 19, Diligence in Construction Required, of the Amended and Restated Declaration shall be amended to add entirely new Paragraphs (a) and (b) to read as follows:

19. Diligence in Construction Required: The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time and in accordance with the requirements herein contained. No out buildings shall be completed prior to the completion of any Dwelling Unit, except that temporary storage and convenience facilities may be erected for workmen engaged in building a Dwelling Unit on the Lot, but such temporary facilities shall be removed as soon as the Dwelling Unit is completed.

(a) For applications to the Architectural Review Committee and for the review of blueprints, drawings, and other plans for new exterior construction, the Board of Directors may impose a fee of up to \$250.00.

(b) To assure diligence in construction and compliance with all related Protective Covenants and Restrictions and Policies and Procedures, as well as to

assure no damage is done to streets, sidewalks, storm drains and sewers, curbs, gutters and other community property, the Board of Directors may require the contractor or property owner to post a security deposit of up to \$2,000.00. Such deposit shall be returned to the contractor or property owner upon the issuance of a Certificate of Occupancy, less the actual cost of damage repairs and fees charged for non-compliance. Fees for non-compliance may not be imposed without a five-day advance written notice delivered in person or sent by first-class mail. Fees for non-compliance shall be \$25.00 per day until compliance is achieved.

3. ARTICLE VI, COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND SUCCESSOR DEVELOPER AND INSTITUTIONAL MORTGAGEES, Section D, Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement, Section E, Obligation of the Developer to Pay Assessments, Section F, Homestead, and Section G, Initiation Fee, of the Amended and Restated Declaration, shall be amended to read as follows:

~~D. Rights of Developer and institutional Mortgages to Pay Assessments and Receive Reimbursement.~~

~~Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots in Arbor Lakes. Further, Developer and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option; to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Any Institutional Mortgagees paying overdue operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.~~

~~E. Obligation of the Developer to Pay Assessments.~~

~~Notwithstanding anything herein set forth to the contrary and notwithstanding the Developer as a Lot Owner, the Developer shall be obligated to pay the pro rata Assessment or Special Assessment attributable to the Lots owned by the Developer, or an Dwelling Units owned by the Developer.~~

~~DF. Homestead.~~

By acceptance of a deed thereto, the Owner and his/her spouse, if married, of each Lot shall be deemed to have waived any exemptions from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This provision is not intended to

limit or restrict in any way the lien or rights granted to the Association by this Declaration, but, rather, *is* intended to be construed in the Association's favor.

EG. Initiation Fee.

At the time of the conveyance of any Lot, the new Owner of such lot shall pay to the Association a minimum initiation fee of One Hundred twenty-five Dollars (\$125.00). Such initiation fee shall be utilized by the Association to meet the Association's operating expenses.

4. ARTICLE VII, METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS, Section G, Maintenance, Repair and Replacement of Roadways, of the Amended and Restated Declaration shall be amended to read as follows:

G. Maintenance, Repair and Replacement of Roadways. The roadway and roadway system providing access to the public ways are created by various easements. The Association is and shall be obligated to pay for the maintenance, repair, replacement and operation of the roadway and roadway systems to the public ways, except for the cleaning of the common sidewalk, curb, and gutter in the front and side of a residence or vacant lot. ~~The and such~~ cost and expense of the Association shall be an Assessment and obligation of each Lot Owner and Dwelling Unit Owner and shall be an obligation attached to the Lot and Dwelling Unit as part of the assessments established by this Article VII.

5. ARTICLE VIII, OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS, Section A, GENERAL EXPENSES, Paragraph 2, Utility Charges, of the Amended and Restated Declaration, shall be amended to read as follows:

2. Utility and Service Charges.

All charges levied for utilities providing services for Common Areas, Association Property, or Property owned in common by all the Lot Owners such as lighting, sewer, roadways, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, cable and internet services for the common areas, bulk cable and internet services for the community, trash and recycling pick-up for the community and residents, telephone, sewer, and any other type of Utility or any other type of service charge.

**SCHEDULE OF AMENDMENTS  
TO  
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COVENANTS AND RESTRICTIONS  
FOR  
ARBOR LAKES-UNITS I, II, III, & IV**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 26, Burning, of the Amended and Restated Declaration shall be amended to read as follows:

26. Burning. No burning of trash or other materials shall be permitted within the Property. Provided, however, the Developer reserves unto itself, its successors and assigns, the right to burn debris as a result of clearing and cleaning of property within Arbor Lakes. The Association shall specifically have the authority to install a wood-burning fire pit on the common area. Further, owners and/or residents shall be allowed to use propane or charcoal grills in the picnic area and on their individual lot. Subject to ARC approval, residents may install propane fire pits on their individual lot. Any grill or fire pit located on an individual lot must be properly installed and placed in a safe area away from combustible items, surrounding shrubs, trees or other flammable materials. All items referenced herein must be in compliance with all applicable state and local fire codes.

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OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 12, No Buildings, Fences, Walls, etc., shall be amended to read as follows:

12. No Buildings, Fences, Walls, etc.: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Residential Property or any Lot to enclose said property or lot or otherwise screen it from view, except that ~~green~~, vinyl coated, ~~four-foot~~ chain link fences, ~~up to six-foot~~ solid wood fences, decorative metal fences, or ~~up to eight-foot~~ solid vinyl fences up to eight feet high, may be approved subject to current Citrus County ordinances, ~~(depending on the specific requested location)~~, at the Board of Director's sole discretion, for lot owners with properties contiguous to a) Drainage Retention Areas, b) Commercial Property, and c) R.V. Storage Area, and d) the Apache Shores subdivision, such fences located only on the perimeter of the Arbor Lakes Community. The back yards of these properties may also be fenced up to the middle of the home; however, the fencing on the sides and facing front shall only be four-foot vinyl coated chain link or four-foot decorative metal. The following Lots in Units I, II, III, and IV may be entitled to the following exception:

Unit I: \_\_\_\_\_ Block A, Lots 1-4  
\_\_\_\_\_ Block B, Lots 1-7  
\_\_\_\_\_ Block E, Lots 1-14  
\_\_\_\_\_ Block F, Lots 1-5 and 27  
\_\_\_\_\_ Block Q, Lots 1-10  
Arbor Lakes Unit I, Plat Book 15, page 75-79, as recorded  
in the public records of Citrus County, Florida.

Unit II: \_\_\_\_\_ Block G, Lots 27-36  
\_\_\_\_\_ Arbor Lakes Unit II, Plat Book 16, page 99, as recorded in  
\_\_\_\_\_ the public records of Citrus County, Florida.

Unit III: \_\_\_\_\_ To be described at a future date, but shall include those lots  
\_\_\_\_\_ in said unit which are contiguous to Apache Shores  
\_\_\_\_\_ subdivision.

EXHIBIT "A"

Unit IV: ~~Lots 72-75, Lots 80, 81, 90, 91, 100, and Lots 101-108,  
pending recording in the public records of Citrus County,  
Florida.~~

No exterior addition to or change or alteration of a Dwelling Unit may be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. The plans, specifications, and procedures for approval shall be as generally set forth in Article III, Paragraph D. Should the Architectural Review Committee, in its sole and absolute discretion, refuse to approve, ~~approval of~~ the application, ~~then~~ the structure or addition or improvement cannot be made.

2. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 23, Height and Other Restrictions, Paragraph (d), shall be amended to read as follows:

(d) Roofs shall be of a shingle, ~~clay tile~~ or metal ~~concrete tile~~ construction. No flat or gravel roofs shall be allowed except for porches and screen enclosures;

EXHIBIT "A"

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OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 6, Litter Trash and Refuse, shall be amended to read as follows:

6. Litter Trash and Refuse: In order to preserve the beauty of Arbor Lakes, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup and removal, with the exception of 95-gallon garbage containers. At no time shall storage be outside of the Dwelling Unit, with the exception of 95-gallon garbage containers. Any 95-gallon garbage container shall be allowed to be stored outside of the garage, but only on the side or in the back of any Dwelling Unit. Additionally, any 95-gallon garbage container stored outside of the garage must be completely concealed from view by fencing previously approved by the Architectural Review Committee (ARC). If prior approval is not obtained by the ARC relating to the type of fencing utilized to conceal any 95-gallon trash container, the Association may demand removal of such unapproved fencing at the owner's expense. Such garbage, trash, refuse or rubbish shall be deposited in a respectable manner at the curb the day of pickup in containers designed for such purposes.

2. ARTICLE III, LAND USE CLASSIFICATION AND RESTRICTIONS, Section C, Additional Provisions for the Preservation of the Values and Amenities, Subsection 12, No Buildings, Fences, Walls, etc., shall be amended to read as follows:

12. No Buildings, Fences, Walls, etc.: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Residential Property or any Lot to enclose said property or lot or otherwise screen it from view, except that vinyl coated chain link fences, solid wood fences, decorative metal fences, or solid vinyl fences up to eight feet high, may be approved subject to current Citrus County ordinances, at the Board of Director's sole discretion, for lot owners with properties contiguous to a) Drainage Retention Areas, b) Commercial Property, c) R.V. Storage Area, and d) the Apache Shores subdivision, such fences located only on the perimeter of the Arbor Lakes Community. The back yards of these

properties may also be fenced up to the middle of the home; however, the fencing on the sides and facing front shall only be four-foot vinyl coated chain link or four-foot decorative metal. Subject to ARC approval as described herein, an owner may install a fence on the sides or back of the property to conceal or screen a 95-gallon garbage container.

No exterior addition to or change or alteration of a Dwelling Unit may be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. The plans, specifications, and procedures for approval shall be as generally set forth in Article III, Paragraph D. Should the Architectural Review Committee, in its sole and absolute discretion, refuse to approve the application, the structure or addition or improvement cannot be made.