

This instrument prepared by
and return to:
Daniel N. Martin, P.A.
Post Office Box 786
New Port Richey, Florida 34656-0786

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VERIFIED BY:

[Signature]

D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
JETT SIMPSON, CLERK

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Declaration covering HEATHER RIDGE (CRYSTAL OAKS FIFTH ADDITION), a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 16, Pages 15 through 17, Public Records of Citrus County, Florida, and any and all additional property which may be annexed from time to time by the Developer as provided for hereinafter.

WHEREAS, REGENCY CITRUS, INC., a Florida Corporation (hereinafter referred to as "Developer") is the owner and developer of said property, known by official plat description as:

HEATHER RIDGE (CRYSTAL OAKS FIFTH ADDITION), a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 16, Pages 15 through 17, Public Records of Citrus County, Florida;

WHEREAS, in addition to the abovedescribed real property, in the event other property, is annexed in whole, or in part, by Developer, and become part of this Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration; provided nothing herein shall be construed as obligating Developer to annex any other property; and

WHEREAS, Developer has or will cause to be incorporated under the laws of the State of Florida, HEATHER RIDGE HOMEOWNER'S ASSOCIATION, INC., as a Florida corporation, not-for-profit, for the purposes hereinafter set forth.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots in HEATHER RIDGE (CRYSTAL OAKS FIFTH ADDITION), (hereinafter referred to as "Heather Ridge"), Developer hereby declares that all of the platted real property described above and all property annexed hereto, and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the abovedescribed property or any

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part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I
Definitions

SECTION 1. "Association" shall mean and refer to HEATHER RIDGE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.

SECTION 2. "CIVIC ASSOCIATION" shall mean and refer to the CRYSTAL OAKS CIVIC ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.

SECTION 3. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or unit, as hereinafter defined, which is a part of the hereinabove-described property and annexed hereto and made a part hereof, but shall not include those persons or entities holding title merely as security for the performance of an obligation or the Developer.

SECTION 4. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to the private streets, drainage easements, if applicable, landscape buffers and entrance amenities, whether conveyed to the Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners; provided, however, the use and enjoyment of the common areas may be restricted or prohibited as provided herein, or as may be, from time to time, determined by the Association.

SECTION 5. "Developer" shall mean and refer to the person or entity who is developing the abovedescribed property, its successors and assigns.

SECTION 6. Developer shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assigns as to all or a portion of the property annexed hereunder.

SECTION 7. "Lot" shall mean and refer to any residential lot, as shown on the recorded plat, together with such Lot or Lots that may, in the future be annexed hereto, as referred to above with the exception of the Common Areas.

SECTION 8. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 9. "Member" shall mean every person or entity of each class who holds membership in the Association, as hereinafter provided.

SECTION 10. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and buffer easements, if applicable, entrance features and the buildings, roads, landscaping, and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. It is the intent of Developer to construct single family homes in the subdivision, whereby the Association shall maintain the landscaping and sprinkler systems located in the Common Areas, together with the private streets described on said Plat as West Heather Ridge Path, North Bluestem Point and North Skyflower Point, and drainage retention area. The term "maintenance" shall, therefore, include the abovestated responsibilities of the Association.

ARTICLE II **Property Rights**

SECTION 1. Easements.

A. **Utilities.** Easements for installation and maintenance of utilities and drainage and conservation facilities, if any, are shown on the recorded subdivision plat or by separate instrument recorded in the Public Records of Citrus County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. Utilities shall be maintained by the Association except to the extent as same are to be maintained by Citrus County in accordance with the provisions of the Plat, or by such other utility companies providing such service.

B. **Platted Easements and Tracts.** The plat of HEATHER RIDGE reflects certain tracts identified thereon as Tracts A, B, C and D. Said Tracts have been, or shall be conveyed (by easement or otherwise) to the HEATHER RIDGE HOMEOWNER'S ASSOCIATION, INC. by Developer. Tract A and B shall be used and maintained by Association solely for drainage purposes for the benefit of the subdivision and such other properties as designated by Developer or required by the governmental agency or agencies having jurisdiction thereof, together with such additional property or properties that

naturally drain therein, which such Tracts shall be maintained by the Association. The Owners of the subdivision, and of other properties for whose benefit Tracts A and B are established, shall have no right of use and enjoyment in and to said Tracts A and B, except for drainage retention purposes. Developer shall construct entrance and landscaping amenities on Tract C, which Tract shall be used solely for such purpose and which shall be maintained by the Association; provided that such utilities as required may utilize said Tract C. Developer shall construct landscaping on Tract D, which Tract shall be used for a greenbelt and buffer area; provided that such utility and drainage facilities may be installed therein as determined to be necessary by Developer or the utility provider. The landscaping within said Tract D shall be maintained by the Association.

C. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to Developer, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

D. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District and Developer.

SECTION 2. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subject property or any part hereof, seek judicial partition thereof.

ARTICLE III
Membership In-Association: Voting Rights

SECTION 1. Membership. Every Owner of a lot which is subject to assessment shall be a member of Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all owners of lots in HEATHER RIDGE, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one (1) of the owners designated by the other to do so.

Class B. The Class B member shall be the Developer who shall be entitled to such number of votes that equal fifty-one percent (51%) of the total number of votes until eighty-five percent (85%) of all lots are conveyed by Developer or a successor Developer to the Owners wherein a dwelling unit has been constructed thereon; provided that for purposes of determining "all lots", the same shall include the platted lots in the subdivision, together with any proposed subsequent phase or phases unless and until Developer or any successor Developer provides written notice to the Association that it does not intend to develop any subsequent phase or phases. Nothing contained herein shall prohibit Developer from relinquishing its fifty-one percent (51%) voting rights prior to the conveyance of eighty five percent (85%) of all lots in Developer's sole discretion.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of the ASSOCIATION, as the same may be amended from time to time; provided, however, until such time as Developer ceases to own any property in the Subdivision or any property annexed hereto, any action regarding the Common Area must be approved by the Developer in determining whether or not the sufficient percent or number of Members are present for a quorum, or whether or not a sufficient percent or number of Members or votes shall be determined as to each class, and should any class not have the required percent or number of Members or votes necessary, then no action can be voted upon.

ARTICLE IV
Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Owner, for each lot owned hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

A. general assessments or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors; and

B. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

C. reserves for anticipated capital improvements including, but not limited to the private roads.

The general and special assessments and reserves, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments and reserves levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association; and

B. Provide for the improvement, repair, replacement and maintenance of the Common Area and, if determined to be necessary by the Association, through its Board of Directors, the cleaning of, and debris removal from the dedicated areas; and

C. Provide for the maintenance and operations of the surface water or stormwater management system as required by the Southwest Florida Water Management District.

The Board of Directors is hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general and special assessments and reserves, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of

service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from assessments and reserves, certain items of service which may include, but may not be limited to, the following:

1. maintenance of the grounds for the Common Area, including but not limited to the improvements on Tracts A, B C and D, dedicated areas and any area or areas wherein, including, but not limited to sprinkler system, other equipment and personnel necessary landscaping service and for maintenance of the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said Subdivision, and any drainage conservation or landscaping easements;

2. carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments; specifically, the Association shall obtain insurance for all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all of said Tracts and the private streets and all damage or injury caused by the negligence of the Association or any of its employees or agents. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

3. sewer and water for the Common Area excluding the dwelling units and any and all improvements located thereon;

4. maintenance of drainage and conservation area(s), if applicable, and facilities therein or thereon;

5. any and all legal fees, accounting fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure

pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, or as may be required by law, for the benefit of the Owners or for the enforcement of these restrictions;

6. any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

7. maintenance, repair, upkeep and replacement of the private streets.

8. payment of assessments and charges to the Civic Association as hereinafter provided.

SECTION 3. Maximum General Assessments.

A. Until January 1, 1998, the maximum monthly assessment shall be \$29⁰⁰ per lot.

B. From and after January 1, 1998, the maximum general assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1, 1998, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than fifty-one percent (51%) of all members entitled to vote (inclusive of Class A and B members) at a meeting duly called for this purpose.

D. The Board of Directors may fix the general assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth in Article IV, Section 2.

E. Notwithstanding anything to the contrary stated herein, the Developer shall be excused from the payment of assessments for current operating expenses and reserves.

SECTION 4. Special Assessments. In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or upon any lot(s) wherein the cost and obligation thereof is, by this Declaration, assumed by Association, provided that any such assessment shall

have the assent of not less than fifty-one percent (51%) of all members entitled to vote (inclusive of Class A and B members) at a meeting duly called for this purpose.

SECTION 5. Reserves. The Board of Directors shall establish a reserve fund for anticipated capital improvements as provided herein for maintenance, repair and replacement of improvements on the Common Area and the private streets. The estimated reserves are as reflected on Exhibit "A" attached hereto and by reference made a part hereof.

SECTION 6. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association, by and through its Board of Directors, shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 7. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 9.

SECTION 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or the Developer or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments and reserves, as provided for herein; provided, however, this provision as to payment of assessments and reserves shall not apply to the Developer. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 9. Budget. The Association, subject to the maximum general and special assessments and reserves provided for herein, shall assess the members annually or semi-annually, quarterly or monthly, through its Board of Directors, a sum sufficient to equal the annual budget adopted from year to year by

the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Developer in the budget attached hereto as Exhibit "B", and by reference made a part hereof, the same being based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association obligations in accordance with the terms hereof for the first twelve (12) calendar months, and each and every assessment and reserves shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. Each lot owner's share for the first two (2) years' budgets of the Association and/or any special assessment or reserves levied by the Association shall be no greater than the ratio of one (1) to the total number of lots platted as of the day of assessment(s) of said budget and/or special assessment or reserves. The Developer shall guarantee payment of actual costs in excess thereof to Association until DECEMBER 31, 1997. Except for this guarantee, Developer shall not be required to pay general and/or special assessments; provided, however, Developer may, in Developer's sole discretion extend such guarantee, in whole or in part, from year to year.

ARTICLE V

Exterior Maintenance

Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the willful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the streets and lots when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove.

ARTICLE VI

Subdivision Use Restrictions

The Subdivision shall be occupied and used only as follows:

A. Each lot shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation, to the extent such prohibition is permitted by law.

B. No business of any kind shall be conducted in any Subdivision residence with the exception of the business of Developer and its transferees in developing all of the lots as

hereinafter set forth; provided, nothing contained herein shall be construed to prohibit the renting or leasing of a dwelling unit for residential purposes as permitted herein.

C. No noxious or offensive activity or nuisance shall be carried on, in or about any Subdivision Lot, unit or Common Area.

D. No sign of any kind shall be displayed to public view on a Subdivision Lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a lot or unit for sale or rent. The display of said sign shall be governed by the Association as its members through the Association's By-Laws shall permit.

E. Nothing shall be done or kept on a Subdivision Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Subdivision Lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside on a lot, or in a screened porch or patio. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Subdivision. Each Owner shall comply with all laws, rules and regulations of Citrus County pertaining to the subject matter hereof, including but not limited to the type and number of pets.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Subdivision Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view.

H. No outbuilding, basement, tent, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any Subdivision Lot or upon any of the Common Area within the Subdivision either temporarily or permanently.

I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts used in conjunction

with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Subdivision Lot.

J. There shall be a minimum setback for all Subdivision dwellings as required by Citrus County, Florida.

K. No building or structure shall be erected, altered, placed or permitted to remain on any Subdivision Lot other than one detached single-family dwelling approved prior to erection by the Association in writing.

L. Other than the abovementioned single-family dwelling, no buildings may be erected on any Subdivision Lot.

M. No building or structure shall be moved onto any Subdivision Lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

N. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the Subdivision Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Subdivision Lot. Each Subdivision Lot owner shall be required to contract for garbage pick-up with an independent garbage service, if one is then available to the Subdivision Lot owner.

O. No swimming or motorized boating is allowed in any lake, canal or body of water within or contiguous to the Subdivision property.

P. No Subdivision dwellings shall have a square footage of less than 1,000 square feet, exclusive of screened areas, open porches, terraces, patios and private attached garages; provided, however, Developer may waive this minimum square footage.

Q. No individual well will be permitted on any Subdivision Lot.

R. In connection with the development of any Subdivision Lot, no tree with a diameter of four inches (4") or greater shall be removed from said lot without first obtaining written permission from the Association and any governmental authority (if applicable) for such removal.

S. No Subdivision Lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in the interior of the dwelling so as not to be visible from the street or objectionable to any adjacent Subdivision Lot, and shall be kept in a clean and sanitary condition.

T. No above-the-ground swimming pools shall be installed and/or maintained on any of the Subdivision Lots in said Subdivision.

U. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or as may heretofore or hereafter be provided by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Subdivision Lot and all improvements in it, as may be approved by the Association, shall be maintained continuously by the Association except for those improvements for which a public authority or utilities company is responsible.

V. No Subdivision Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

W. All Subdivision dwelling units shall have not less than a one-car attached garage and a concrete driveway.

X. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

Y. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Subdivision Lots and the Common Area, as set forth in the By-laws of the Association.

Z. No Subdivision dwelling unit shall exceed two and one-half (2-1/2) stories in height.

AA. Each residence shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb. All such lawns shall be maintained by the Owner in clean and presentable condition. No gravel or other artificial lawns of any kind whatsoever are permitted.

BB. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.

CC. If the parties hereto (including Owners), or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision herein or the Association to prosecute any proceedings at law or in equity against the person or persons violating the same, and the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorneys fees incurred in any Court proceeding including appellate actions.

DD. No Owner shall make or cause to be made any structural alteration to or in his dwelling or to do any act that will alter the exterior appearance of the dwelling, unless and until prior written approval is obtained by said Owner from the Association.

EE. No clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible outside of the dwelling.

FF. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-laws and rules and regulations of the Association.

GG. No television antennas, ham operator devices or satellite receiving devices shall be permitted on any lot within the Subdivision.

HH. Notwithstanding anything to the contrary stated herein, all Lots in the subdivision that are designated by the Developer as model home lots and sales office, may be used as such by the Developer, its designees or assigns, in accordance with the rules, regulations and approvals of Citrus County, Florida. Furthermore, Developer, in its sole discretion, may designate such other Subdivision Lots as model home lots, as it may determine, in any future unit of the Subdivision, or annexed property. Developer reserves the right to maintain and carry on during the period of construction and sale of the lots or dwelling units, such facilities and activities as in the sole opinion of Developer may reasonably be required, convenient or incident to the construction or sale of such lots and dwellings, including, but not limited to business offices, signs, model units and sales offices.

II. No Owner of a unit shall park, store, or keep any vehicle, except wholly within the garage or on the paved driveway, and no Owner shall park, store or keep any truck, camper, motor-

home, boat trailer or aircraft, or any other vehicle other than private passenger vehicle, on any uncovered parking driveway attached thereto. More specifically, no truck, camper, motor-home, boat, trailer, aircraft or any vehicle other than a private passenger vehicle, may be parked on the property other than within the garage. In no event shall any truck larger than a one-half (1/2) ton pickup be parked, stored or kept in any parking garage or driveway incident thereto. No Owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle of any portion of any lot, except for emergency repairs, and the only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle on his parking garage driveway, attached to his unit, in such a manner that the vehicle extends into the street.

ARTICLE VII Subdivision Architectural Control

No dwelling or fence shall be commenced, erected, installed or maintained upon a lot, nor shall any exterior addition, change or alteration be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials and location of same shall have been submitted to and approved by the Association, in writing, as to the harmony or external design and location in relation to the other lots and dwellings in the subdivision. Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for reconstruction, rebuilding or repair of the residence in a manner which will provide for an exterior and design which existed prior to the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefor. In the event the Association fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 45 day period. The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of three (3) members appointed by the Board of Directors, one of whom shall be the Developer, as long as the Class B membership exists and the other members of said Committee shall be Owners. The Developer may waive this requirement whereupon all members shall be Owners. The Developer shall be exempt from the provisions of this Article VII.

ARTICLE VIII
Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair his unit or structure, keeping the same in a condition comparable to the condition of such residence or structure at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX
Owners' Obligation to Rebuild

If all, or any portion of a dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE X
General Provisions

SECTION 1. Enforcement. The Association, any Owner or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to, during or after litigation, trial or appeal. Failure by the Association, any Owner or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, the Southwest Florida Water Management District ("District") shall have the right to enforce by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance operation and repair of the surface water or stormwater management system.

SECTION 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Duration and Amendments. The covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date that the Declaration is recorded after which it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by not less than two-thirds (2/3) of the then Owners of the Lots, agreeing to change, modify or alter this Declaration in whole

or in part, is recorded; provided, however, this Declaration may be amended during the thirty (30) year period by an instrument signed by two-thirds (2/3) or more of all the lot Owners and the Developer, as long as Developer owns a lot. Any amendment must be recorded upon the public records of Citrus County, Florida, with the formalities necessary to the recordation of a deed. Provided however, any amendment to this Declaration which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

SECTION 4. Developer. Anything herein to the contrary notwithstanding during the time that Developer is actively developing or selling the Subdivision or any property hereafter annexed, Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision or any property hereafter annexed.

SECTION 5. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by Developer during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

ARTICLE XI **Annexation**

The Developer may be permitted to annex any additional property and Common Area, in whole or in part, without the consent of the Association, Owners or Mortgagees, within fifteen (15) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and, the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Citrus County, Florida, which said amendment shall be properly executed and acknowledged by the Developer, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the Public Records of Citrus County, Florida, from time to time.

ARTICLE XII

Association and Crystal Oaks Civic Association

Owners shall be members of the CRYSTAL OAKS CIVIC ASSOCIATION, INC., and shall be responsible for assessments and obligations as members thereof, and subject to the rules and regulations of the Civic Association, shall be entitled to the benefits thereof. The Association shall collect the assessments and fees from and against the properties subject to this Declaration and remit such assessments and fees to the Civic Association. In such event, the Association and/or the Civic Association shall have the rights of enforcement for non-payment, as provided herein and in the rules and regulations of the Civic Association.

ARTICLE XIII

Additional Obligations and Powers of Association

SECTION 1. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District (hereinafter referred to as "District"), permit number 44-2332.04 requirements and applicable District rules, and shall assist in the enforcement of the provisions of this Declaration and the Articles of Incorporation of Association which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

SECTION 2. As provided in the Articles of Incorporation, in the event of termination, dissolution or final liquidation of the Association, the responsibility of the operations and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which complies with Section 40D-42.027, Florida Administrative Code, and be approved by the District prior to such termination, dissolution or liquidation.

SECTION 3. The property encompassed by the above referenced District permit is hereby incorporated herein and made a part of the property subject to this Declaration.

SECTION 4. For purposes of this Declaration, "Surface Water or Stormwater Management System" means a system which is designed

and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

SECTION 5. 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 of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the surface water or stormwater management system shall be permitted or, if modified, as approved by the District.

SECTION 6. In the event the Developer has constructed or will in the future construct Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

ARTICLE XIV

Approval of Sale or Lease

In order for the Association to provide for certain maintenance, upkeep, replacement and repair on the lots, as provided herein, and to further provide for the orderly collection of assessments and reserves, no Owner shall sell, convey, transfer or lease a lot within the Subdivision without prior written approval thereof by the Association. Nothing contained herein shall be construed as unduly restricting nor prohibiting the right of alienation of property.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

REGENCY CITRUS, INC.,
a Florida corporation

Alta M. Resch
ALTA M. RESCH
Danny J. Blaszcak
DANNY J. BLASZCZAK

By: John E. Hudson
John E. Hudson, President
By: Susan Silva
Susan Silva, Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 13th day of Sept., 1996, by John E. Hudson, as President and Susan Silva, as Secretary respectively of REGENCY CITRUS, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me.

Alta M. Resch
Printed Name of Notary:
ALTA M. RESCH
My Commission Expires:



ALTA M. RESCH
MY COMMISSION # CC277007 EXPIRES
April 23, 1997
BONDED THRU TROY FARM INSURANCE, INC.