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(FINAL DRAFT)  
(June 6, 1996)

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR

FAIRMONT VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by MEADOWCREST SINGLE-FAMILY RESIDENTIAL DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "DEVELOPER", and FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION, INC, a Florida corporation, hereinafter referred to as either "DECLARANT" or "ASSOCIATION."

WITNESSETH:

WHEREAS, the individual members of the Association and the Developer are the sole record Owners of certain real property located in Citrus County, Florida, the "Property", as more particularly described on the plat thereof recorded in Plat Book 13, Pages 97-99, Public Records of Citrus County, Florida.

NOW, THEREFORE, the individual members of the Association and the Developer hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Fairmont Village Property Owners Association, Inc., a Florida corporation, not for profit, its successors and assigns.

Section 2. "Common Area" shall refer to all real and or personal property which the Association owns for the common use and enjoyment of the members of the Association, and all real or personal property within or in the vicinity of Fairmont Village, in which the Association has an interest for the common use and enjoyment of members of the Association, including, without

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limitation, a right of use (such as, but not limited to, easements for surface water collection and retention). The Common Area owned by the Association, consisting of landscaped areas, entry features, directional graphic system, drainage, security, safety, sidewalks, roadways and road rights of way, project lighting and recreational facilities, is described on the plats and deeds filed in the Association office and recorded in the public records of Citrus County. All "Common Area" is to be diverted to and intended for the common use and enjoyment of the members of the Association, their families, guests, or tenants occupying "dwelling units".

Section 3. "Lot" shall mean and refer to any parcel of the property in Fairmont Village, together with any and all improvements thereon, whether or not platted in the Public Records of Citrus County, Florida, on which a single family residence, according to the terms of this Declaration, could be constructed whether or not one has been constructed.

Section 4. "Dwelling Unit" shall mean and refer to a Lot as defined herein with a building or portion thereof situated thereon designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple, as a non-condominium, having a private outdoor living area and having party walls and being attached to similar family residences.

Section 5. "Declarant" shall mean and refer to Fairmont Village Property Owners Association, Inc., its successors and assigns.

Section 6. "DAB" shall mean a Design Advisory Board for Fairmont Village, appointed in accordance with ARTICLE VI whose duties shall be as set forth in Article VI.

Section 7. "Owner" shall mean and refer to the record Owner, or the one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 8. "Member" shall mean and refer to every person or entity who is a record, fee simple Owner of a lot including the Developer at all times, as long as it owns all or any part of the property which may become subject to this Declaration, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to any assessment.

Section 9. "Board" shall mean and refer to the Board of

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Directors of the Fairmont Village Property Owners Association, Inc.

Section 10. "Occupant" shall mean and refer to any person residing in a Dwelling Unit, whether an Owner or not.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot or Dwelling Unit.

The right of the Association to dedicate or transfer all or any part of the Common Area or to grant easements for licenses over, across and upon the Common Area, to any public agency, authority, utility or other party, public or private, for such purposes and such conditions as may be agreed to by the Association.

Section 2. 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, his tenants, or contract purchasers who reside on the property.

Section 3. Easements. Each of the following easements is a covenant running with the land of the development and notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper use and purpose.

a. Utilities. There shall exist reciprocal, appurtenant easements as between each unit for all the installation and maintenance of utilities and drainage facilities which specifically shall include certain drainage and filtration ponds located below some units for the purpose of storm water drainage. Additionally, utility easements shall exist appurtenant to each unit as may be required for the provision of all utility services to properly serve the development; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit Owner. The exact location of the utility and drainage easements, except for easements that may be necessary through each building, will exist as they appear on the plat of Fairmont Village which has been recorded in the public records of Citrus County, Florida.

b. Maintenance and Utility Traffic. Easements appurtenant to each unit and between adjacent units shall exist for maintenance and utility traffic over, through and across sidewalks, paths,

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lanes and walks, as the same may from time to time exist, either upon the common areas or upon the lands owned by each unit Owner.

c. Support. Every portion of a unit contributing to the support of the building in which the unit is located shall be burdened with an easement of support for the benefit of all other units in the building.

(1) Perpetual non-Exclusive Easement in Common Areas. The Common Areas shall be and the same are hereby declared to be subject to perpetual non-exclusive easements in favor of all the Owners of unit lots in the development for their use or their employees, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

(2) Right of Entry. Each unit shall be burdened with an easement in favor of the Association, through its duly authorized employees and contractors, to enter any lot at any reasonable hour or any date to perform such maintenance as may be required to be performed by the Association pursuant to the Association's responsibilities under this declaration.

(3) Right of Entry in Emergencies. In case of an emergency originating in or threatening any unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency.

(4) Easement of Unintentional and Non-negligent Encroachment. In the event that any unit shall encroach upon any of the Common Areas for any reason not caused by the purposeful or negligent act of the unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common areas for so long as such encroachment shall naturally exist; and in the event that any portion of the common areas shall encroach upon any such unit then an easement shall exist for the continuance of such encroachment of the common areas into such unit for so long as such encroachment shall naturally exist.

(5) Delegation of Use. Subject to such limitations as may be imposed by the by-laws, each Owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

(6) No Partition. There shall be no judicial partition of the common areas, nor shall declarant, nor any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing

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contained herein shall be construed to prevent judicial partition of any unit owned in co-tenancy.

### ARTICLE III ASSOCIATION

In order to provide for the efficient and effective administration of this declaration, a non-profit corporation known and designated as FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION, INC., was organized by the developer under the laws of the State of Florida and said corporation shall administer the operation and management of this development and undertake to perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this declaration, its by-laws and rules and regulations promulgated by the Association from time to time.

Section 1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is on file in the offices of the Association.

Section 2. By-Laws. The by-laws of the Association shall be the By-Laws, a copy of which is on file at the offices of the Association.

Section 3. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the common areas and other areas in the development, the Association shall not be liable to unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

Section 4. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

Section 5. Approval or Disapproval of Matters. Whenever the decision of a unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the by-laws of the Association.

Section 6. Applicability of Articles of Incorporation and By-Laws. By acceptance of a deed, each unit Owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the Association, by-laws of the Association and the requirements of this declaration.

Section 7. Indemnification of Directors, Officers, and

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Committee Members. By acceptance of a deed to a parcel, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record fee simple Owner of a lot or dwelling unit, including the Developer, at all times as long as it owns all or any part of the property which may become subject to this Declaration, shall be a member of the Association, providing that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and shall not be separated from ownership of any lot or dwelling unit which is subject to any assessment.

#### Section 2. Voting Membership.

Members shall be all Owners, and shall be entitled to one vote for each Lot or Dwelling Unit owned. When more than one person holds an interest in any Lot or Dwelling Unit, all such persons shall be members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declaration, for each Lot or Dwelling Unit owned

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within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, 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 interest, 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvement or major repairs, shall be governed by the Board of Directors of the Association. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be the amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of three-fifths (3/5) of the members of the Board, the maximum amounts of the assessment may be varied from the amounts hereinabove set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association 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, unexpected repair or replacement of a capital improvement upon the Common Area, including necessary fixtures and personal property related thereto, as approved by a majority of the Board of Directors of the Association.

Section 5.

a. Uniform Rates of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots or Dwelling Units and may be collected on a monthly basis.

b. Single Dwelling Assessment. In addition to the annual and special assessments authorized above, the Association may levy

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single unit assessments applicable only to a specific lot or dwelling unit that has failed to meet its maintenance obligations as set forth in Article VIII and/or failed to meet its insurance and duty to repair obligations set forth in Article VIII. The single Dwelling Assessments shall have the assent of three fifths (3/5) of the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and such assessment shall be payable in advance, in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto, no later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon request at any time, furnish to any lot Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the current prime rate of interest as published daily by the Wall Street Journal. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of its Lot or Dwelling Unit.

Section 9. Subordination of the lien to mortgages. The lien of the assessment provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien. The sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior



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to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Continual Maintenance. In the event of a permanent dissolution of the Association, the members shall immediately thereupon hold title to the common property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the county be obligated to accept any dedication offered to it by the Association or the member pursuant to this section, but the county may accept such dedication and in the event the county does so, the acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

#### ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Creation of Fairmont Village Design Advisory Board. The Board of Directors of the Association shall appoint a committee to be known as the Design Advisory Board (the "DAB"). Such committee shall consist of three (3) or more members who shall serve as a fact-finding and advisory committee to the Board, and shall serve at the pleasure of the Board.

Section 2. Alterations, Additions and Improvements. No Owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to its building which could substantially alter the exterior or appearance thereof, without the prior written approval of the plans and specifications therefore by the Board of Directors, on the recommendation of the Design Advisory Board. The Board shall grant its approval only in the event the proposed work will benefit and enhance the entire Property in a manner generally consistent with the plan of development thereof.

Section 3. Miscellaneous Additions and Alterations. No building, fence, wall or other structure shall be erected or maintained on any Lot or Dwelling Unit within the Property, nor shall any exterior addition be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved in writing by the Board of Directors, on the recommendation of the Design Advisory Board, as to the harmony of external design and location in relation to surrounding structures and topography.

Section 4. Approval of Board: How Evidenced. Whenever in this Article approval of the Board of Directors is required, such approval shall be in writing. In the event the Board of Directors

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fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval shall be deemed to have been given, in compliance with the terms of this Article conclusively presumed.

Section 5. Approval of Board. The Board of Directors shall have the right to refuse any plans and specifications which are not suitable or desirable. In approving or disapproving such plans and applications, the Board shall consider the suitability of the proposed improvements, and the materials of which same are to be built, the site upon which such improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

#### ARTICLE VII EASEMENT RESERVED TO DEVELOPER

Section 1. Easement over Lots. For so long as Developer is the Owner of any lot or Dwelling Unit, the Developer hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot or Dwelling Unit owned for purposes of ingress and egress, to include driveways common to two or more Lots or Dwelling Units, drainage, utility, and electrical services. With respect to an easement thus granted, the Developer shall have and does hereby retain and reserve the right to release the Lot or Dwelling Unit from the encumbrance of the easement; provided, however, that Developer shall not have the power to release any portion of a utility easement on a Lot or Dwelling Unit without the consent of the utilities served thereby.

Section 2. Establishment of Easement. All easements, as provided for in this Article, shall be established by one or more of the following methods, to-wit:

- a. By a specific designation of an easement on the recorded plat of the property;
- b. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- c. By a separate instrument referencing this Article VII, said instrument to be subsequently recorded by the Developer; or
- d. By virtue of the reservation of rights set forth in Section 1. of this Article VII.

Section 3. Easements and Encroachments. There shall exist reciprocal appurtenant easements between adjacent lots and between each lot and any portion or portions of the Common Area adjacent

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thereto, for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of not more than one foot (1') as measured from any point on the common boundary between adjacent lots and between each lot and any adjacent portion of the Common Area, along the line perpendicular to such boundary at such point. No easements for encroachments shall exist to any encroachment occurring due to the willful conduct of any Owner.

#### ARTICLE VIII GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all lots on the Property.

Section 2. Residential use only. No lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building of any kind shall be erected, altered, placed or permitted to remain on any part of the land other than those constructed by Developer as a part of the approved Fairmont Village site plat and related community or area facilities. The foregoing shall not prohibit the Developer from using a structure as a model home or sales office. No portion of a platted Lot or Dwelling Unit may be subdivided.

Section 3. No Temporary Structures. No structures of a temporary nature or character, including, but not limited to, a trailer, house trailer, recreational vehicle, motor home, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot or Dwelling Unit, or other living quarters whether temporary or permanent. This prohibition shall also apply to shelters used by contractors during construction, except temporary sanitary facilities as required by statute.

Section 4. Parking Restrictions. No truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, motor home, recreational vehicle, or other similar vehicle shall be parked on the street, including right-of-way thereof, or on any Lot or Dwelling Unit overnight or for a continuous period of time in excess of ten (10) consecutive hours, unless located within a fully enclosed structure in the building located thereon and shielded from view.

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No passenger vehicle shall be parked on the street, including right-of-way thereof, or on any Lot or Dwelling Unit overnight or for a continuous period of time in excess of ten (10) consecutive hours, unless located within a fully enclosed structure in the building located thereon, and shielded from view, with the following exceptions:

a. Passenger vehicles registered to short-term visitors to, or guests of, the Occupants of the Dwelling Unit shall not be subject to this restriction.

b. Oversize passenger Vehicles--Such vehicles, currently registered to any Owner resident, the height of which prevents the vehicle from entering the garage of the Owner's Dwelling Unit, or the length of which prevents full closure of the garage door, shall be exempt from this restriction. Such exemption shall expire at such time that such vehicle is no longer registered to the same Owner. No exemption shall be granted to any such vehicle newly registered to any Owner, or to any such vehicle registered to a new Owner.

c. Three Passenger-Vehicle families--In the case where three (3) passenger vehicles are utilized by the Occupants of a Dwelling Unit, exception to this restriction may be granted by the Board of Directors, in writing, permitting no more than one (1) of these vehicles to be exempt from this restriction. Application for exemption under this sub-section (c) shall be made to the Board in writing, including documentation of the registration of such vehicles, or, in lieu of registration, other documentation evidencing the applicant's right to be in possession of such vehicles. The exemption shall expire when the described condition ceases to exist.

Section 5. Storage Restrictions. No vehicle of any kind shall be permitted to be stored on any lot. Furthermore, no passenger vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, truck or other commercial vehicle, house trailer, recreational vehicle, mobile home, motor home camper, boat, boat and trailer, or other similar vehicle shall be parked for a period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain in any Common Area, paved or non-paved.

Section 6. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or Dwelling Unit. Dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot or Dwelling Unit and shall not be allowed off the premises except on

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a leash. All Occupants shall be required to immediately remove from their own Lot or Dwelling Unit, or the Lot or Dwelling Unit of other Owners, or from the Fairmont or Meadowcrest Common Area, and dispose of, waste left by their pet(s). No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb others.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot or Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot or Dwelling Unit, driveway, or Common area shall be used for the purpose of vehicular repair, maintenance, garage or yard sales, auctions, or similar activities.

Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot or Dwelling Unit unless and until the height, type and location thereof has been approved by the Board of Directors, on the recommendation of the DAB, in accordance with Article VI hereof. No wall, hedge, or fence of any kind, height, or use shall be constructed or placed along or adjacent to the front Lot or Dwelling Unit line.

Section 9. Sewage restrictions. No septic tank, drain field, mobile home storage tank, or other similar container, nor any water wells shall be permitted to exist on any lot.

Section 10. Aerial Restrictions. No tower or transmitting or receiving aerial, or any aeriels or antennas whatsoever, shall be placed or maintained upon any lot or any building or structure, including the normal antennas used for radio and television. The installation of a satellite receiving dish is not permitted.

The above notwithstanding, the installation of small satellite dishes, not to exceed 18" (eighteen inches) in diameter, shall be permitted, under the following conditions:

1. Plans for the installation of the satellite dish shall be submitted to the Board of Directors for approval before any installation begins. The Board shall approve the application only if

- a. The name of the manufacturer and the installing company are clearly indicated, along with the specifications, model number and size of the satellite dish to be installed. The diameter shall not exceed 18" (eighteen inches) and

- b. The plans clearly show that the satellite dish will be hidden from view from the street, and

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c. The plans also show that the satellite dish will be hidden from view from any neighboring Dwelling Unit, unless, if visible from a neighboring Dwelling Unit, a written statement from the Owner of that Dwelling Unit shall accompany the application, stating that the Owner of that Unit has no objection to the installation. If the installation will be visible from more than one neighboring Dwelling Unit, the Owners of all such Units shall agree that they have no objection to the installation. In such a case, the attachment to the application may be in the form of separate written statements from each Owner, or in the form of a joint statement, to which all affected Owners shall ascribe, and

d. The plans clearly show that the entire installation will be contained within the applicant's Dwelling Unit or Lot. No installation of a satellite dish or any planting, shrubbery, landscaping or other means of hiding a satellite dish from view will be permitted on any Fairmont Common Area or Meadowcrest Common Area.

2. Provided that the application to the Board meets with all the requirements of (1.) above, the Board shall grant its approval in timely fashion.

Section 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot or Dwelling Unit, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit, without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or Dwelling Unit nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 12. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Board of Directors except as may be required by legal proceedings, it being understood that the Board of Directors will not grant permission for said signs unless

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their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed 10" x 12" in size nor two (2) in number and shall not be placed within five feet of the front Lot or Dwelling Unit line. If permission is granted for any other signage, the Association shall have the right to restrict size, color, and content of such signs.

Section 13. Exterior maintenance. The Association shall have the right, but not the duty, to provide painting of the exterior walls, doors, trim and fence of each Dwelling Unit. Additionally, the Association shall have the right, but not the duty, to perform lawn maintenance. The Association shall be solely responsible for the maintenance of and any alterations to the irrigation system. The Association shall also have the right, but not the duty or obligation, to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Lot or Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall have the right to impose a special assessment against such Owner to pay off the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or Dwelling Unit or upon the exterior of any structure located on any Lot or Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agents shall not be deemed a trespass.

Section 14. Allowable Trim and Window Coverings. No Owner or Tenant of any Owner or any Occupant shall install shutters, awnings of any type or other decorative exterior trim without prior written approval of the Board of Directors. No reflective foil or other material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the Board of Directors.

Section 15. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective single-family residence. In the event the interior of said residence is damaged in such fashion as to create a health or safety hazard to adjoining residence or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such residence and shall be entitled to make a special assessment

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against the Owner of the residence for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association.

Section 16. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors, or employees, shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or Dwelling Unit, or, after reasonable notice to the Owner, to enter any residence at reasonable hours on any day of the week.

Section 17. Tree Removal Restrictions. Trees situated on any Lot having a diameter of eight inches (8") or more, measured three feet (3') from ground level, shall not be removed without prior approval of the Board of Directors. Requests for approval of tree removal shall be submitted to the Board along with a plan showing generally the location of such tree (trees).

Section 18. Replacement of Trees. Anyone violating the provisions of the above Section shall be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Board of Directors. If the Owner fails or refuses to replace the trees as demanded, the Board shall cause suitable replacements to be planted, and the costs thereof shall be a lien against the property of the Owner. The Owner grants to the Board of Directors its agents and employees an easement of ingress and egress over and across said Lot or Dwelling Unit to enable it to comply with the above Section and Section 18.

Section 19. Lawns and Landscaping. All lawns on any side of any Lot or Dwelling Unit shall extend to the pavement line. No parking strips, drives or paved areas shall be allowed, except as approved on the plot plan of the plans and specifications. Upon the completion of any structure on any lot, the lawn area on all sides of said structure, up to and including the Lot or Dwelling Unit line shall be completely sodded with grass and a watering system, capable of keeping said grass sufficiently irrigated, shall be installed, unless a smaller area shall be approved in writing by the Board of Directors it being the Board's intent that the lawn shall be uniform, green, luxuriant, and well kept.

No Owner of an individual dwelling unit and lot shall plant or place any shrubbery, hedges or trees or other plantings on any part of said land lying outside the Owner's dwelling unit and lot, nor within such Owner's dwelling unit and lot in a location or manner which does or may obstruct grounds maintenance or irrigation performed and to be performed by the Association. Prior to any planting, the Owner must receive written approval by the Board of



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Directors, on recommendation of the DAB.

Section 20. Rules and Regulations. Reasonable rules and regulations concerning the use of the Common Area property may be made and amended from time to time by the Association in the manner provided by this Declaration. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of Fairmont Village upon request.

Section 21. Party Walls. All common or party walls shall be maintained by the Owners of those Dwelling Units adjoining a party wall subject to the right, but not the obligation, of the Association to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner, including an Owner's tenant, damages a common or party wall, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall and for the damages to the person or property of the adjoining Owner or tenant, and for any costs incurred by the Association or adjoining Owner or tenant in repairing the party wall.

All costs of reconstructing a party wall in the event such party wall is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall. In the event one Owner bears the entire expense for reconstruction of a party wall, then in such event the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall one-half (1/2) of the expense incurred in that reconstruction. Either adjoining Owner and the Association shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice, solely for the purpose of reconstructing the party wall where a threat to life or property exists and non-construction or repair will perpetuate that threat.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either adjoining Lots. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying in to the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

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Section 22. Drilling Oil, etc. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or on the aforementioned Lot or Dwelling Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Dwelling Unit.

Section 23. Garbage Containers. No garbage or trash incinerator shall be placed or permitted to remain on a Lot or Dwelling Unit or any part of the property. After the erection of a structure on any Lot or Dwelling Unit, the Owner shall keep and maintain on said Lot or Dwelling Unit covered garbage containers in which all garbage shall be kept until removed from said Lot or Dwelling Unit. Such garbage container shall be kept at all times, within the residence or garage. If garbage is put out for collection prior to daybreak on the scheduled collection day, it must be in a covered, rigid garbage container.

Section 24. Clothes Drying, Cleaning of Rugs, etc. No patios or walled-in areas shall be used for hanging garments or other objects, or for cleaning of rugs or for other household items. No drying of laundry shall be permitted outside the Owner's or occupant's dwelling unit. Garage doors must be lowered sufficiently so that laundry is not visible from the street.

Section 25. Lawn ornaments. No lawn ornaments, decorative items, statues, basketball hoops, permanent flag poles or swing sets shall be allowed. Seasonal decorations for holidays such as Halloween, Christmas, Thanksgiving, etc. shall be allowed for a reasonable period of time. All other yard appurtenances must be approved by the Board of Directors.

Section 26. Mail Boxes and Newspaper Receptacles. No mail box or newspaper receptacle or other receptacle of any kind for use in the delivery of mail, newspapers, or similar material shall be erected or located on any lot or any roadway and each Dwelling Unit will be assigned one mail box by the U. S. Postal Service.

Section 27. Insurance.

a. The Association shall procure and keep in force public liability insurance in the name of the Association against any liability for personal injury or property damage resulting from any occurrence in or about the common area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

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b. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (a) provide that they shall not be cancelable by the insurer without first giving ten (10) days prior notice in writing to the Association, and (b) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

Section 28. Insurance on Dwelling and Duty to Repair.

a. Insurance Requirement. Each Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit which shall insure the property for its full replacement cost, with no deductions for depreciation, against loss by fire, or other perils. Such insurance shall be sufficient to cover the full replacement cost, or for necessary repair or reconstruction work.

Each Owner shall be required to supply the Board of Directors annually with evidence of insurance coverage on his Dwelling which complies with the provisions of this section. The Board of Directors shall cause a record of insurance coverage of each Owner to be kept and notify delinquent Owners.

c. Association's right to Insure. If the insurance provided under this Article has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors of the Association, then the Board of Directors shall have the right, but not the duty, to obtain adequate coverage. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned Dwelling Units which shall include common party walls, connected exterior roofs and other parts of the overall structures. Insurance obtained by the Board of Directors of the Association shall be written in the name of the Association, as Trustee, for the benefit of the applicable Owner.

d. Payment of Premiums. Premiums for insurance obtained by the Board of Directors of the Association, as provided herein above, shall not be a part of the Association's Assessments or common expenses, but shall be an individual (Single Dwelling) assessment payable by the Lot Owner.

e. Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Mortgagee, if any, and the Board of Directors of the Association, be required to reconstruct or repair any Dwelling Unit destroyed by fire, or other perils. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner for any reason, within thirty (30) days, the Board of Directors has the right, but not the duty, to initiate repair or rebuilding of the damaged or destroyed

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portion of the structure and/or exterior of the Dwelling, in a good and workmanlike manner in conformance with the original plans and specifications. All Dwellings must be maintained in accordance with Citrus County land development codes. The contractor or contractors selected shall provide appropriate licenses and proof of insurance unless such requirement is waived by the Board of Directors of the Association. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Dwelling Unit and shall in every respect constitute a lien on the Dwelling Unit as would any assessment or special assessment.

f. Administration Fee. Should the Association obtain the insurance coverage on a Dwelling unit pursuant to paragraph c. of Section 28, then the Association may charge and the applicable Owner shall be responsible for, as a special assessment against the Lot, an administration fee, the amount to be set by the Board of Directors.

g. Failure to obtain insurance. Notwithstanding anything to the contrary in any Section of this Article, the Association, its Directors or Officers, shall not be liable to any person should it fail for any reason to obtain insurance coverage on a Dwelling Unit.

Section 29. Development. Developer or the transferees of Developer shall undertake the work of developing all Lot or Dwelling Units included within the Property. The completion of the work, and the sale, rental, or other disposition of Lot or Dwelling Units is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed and the Property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

a. prevent Developer, Developers' transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees, from doing on any part or parts of the Property owned or controlled by Developer or Developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

b. Prevent Developer, Developer's transferees, or the employees, contractors, or subcontractors of Developer or Developer's transferees from constructing and maintaining on any part or parts of the Property owned or controlled by Developer, Developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community, and the disposition of Lot or Dwelling Units by sale, lease, or otherwise.

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c. Prevent Developer, Developer's transferees, or the employees, contractors, subcontractors of Developer or Developer's transferees from conducting on any part or parts of the Property owned or controlled by Developer or Developer's transferees or their representatives, the business of completing such work, of establishing the Property as a residential community, and of disposing of Lot or Dwelling Units by sale, lease, or otherwise; or

d. Prevent Developer, Developer's transferees, or the employees, contractors or subcontractors of Developer or Developer's transferees from maintaining such sign or signs on any of the Lot or Dwelling units owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of Lot or Dwelling Unit so long as approval of the Design Advisory Board is obtained in advance.

Section 30. No Dwelling Unit shall be leased or rented unless said rental is evidenced by a written lease agreement for a rental or lease period of not less than three (3) months, with the exception of the over-nighter(s) owned by the Developer. The Owner/Lessor shall be responsible for providing his Tenant/Lessee and/or any other Occupants with a copy of these Covenants and Restrictions, and for his Tenant's and/or other Occupants' compliance therewith. Lessor may be required, at the discretion of the Board of Directors of the Association, to make a deposit for the common interest.

Section 31. Approval of Draperies, Curtains and Shades. All draperies, curtains, shades, or other similar window coverings installed in a Dwelling and which are visible from the street, or from other dwellings within the community shall have white or solid neutral backing unless otherwise approved in writing by the Board of Directors, on recommendation of the DAB. In addition the color of all draperies, curtains or shades or other similar window coverings installed inside a screened porch or glass enclosed porch must be approved, in writing, by the Board.

Section 32. Outside Lighting. The location, size, color and design of all lighting fixtures or similar equipment used outside of a Dwelling Unit must be approved by the Board of Directors, on recommendation of the DAB.

Section 33. No garage conversions. No construction or other alteration of garage space shall be made to convert such area into living space. No living area, including but not limited to living room, bedroom, study, den, recreation room, playroom, kitchen, or bathroom shall be constructed in the space designated on the original floor plan for the Dwelling Unit as "Garage".

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ARTICLE IX  
COVENANTS AGAINST PARTITION AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Section 1. Covenants. Recognizing that the full use and enjoyment of any Lot or Dwelling Unit is Dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lot or Dwelling Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot or Dwelling Unit. Any conveyance of a Lot or Dwelling Unit shall include the right to use and enjoyment of the Common Area appurtenant to such Lot or Dwelling Unit subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot or Dwelling Unit is conveyed.

ARTICLE X  
MEADOWCREST COMMUNITY ASSOCIATION, INC.

Section 1. Membership. All Lot or Dwelling Unit Owners in Fairmont Village are also subject to membership in and assessments for the Meadowcrest Community Association, Inc. The restrictions, privileges and duties of the Community Association are set forth in the Declaration of Covenants, Conditions and Restrictions for Meadowcrest Community, as recorded in Official Records Book 647, Page 1961; and re-recorded in Official Records Book 649, Page 857; and as amended in Official Records Book 678, Pages 1502-1525, public records of Citrus County, Florida.

ARTICLE XI  
GENERAL PROVISION

Section 1. Enforcement. Any Owner shall have the right and the obligation to bring to the attention of the Board of Directors, in writing, any apparent violation of this Declaration of Restrictions.

The Board shall evaluate the complaint to determine if a violation does exist.

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If a violation does exist, the Board shall delegate one of its members to contact the offending Owner, in person, to notify that Owner that a violation does exist, referring to the specific Article and Section of this Declaration, and to request compliance with the restriction. A period of time not to exceed 30 days (thirty days), depending on the nature of the violation, shall be permitted for compliance. The Owner who had brought the violation to the attention of the Board shall also be notified that this action has been taken.

If compliance is not forthcoming within the specified time, a registered letter, return receipt requested, shall be sent to the offending Owner, citing details of the violation, again granting a specific time period, not to exceed 30 (thirty) days, for compliance. The letter shall notify the Owner that failure to comply shall result in a fine and possible legal action. On a case-by-case basis, the Board shall be authorized to determine the amount of the fine, but in no case shall the amount of the fine exceed the limits established by State of Florida statutes in effect at the time. The fine shall be determined by a majority vote of the Board, that majority to consist of no fewer than three members.

Upon failure of the offending Owner to comply with the demands of the letter, the Board shall impose the fine, and any and all legal measures may then be pursued to collect the fine, and to force legal compliance with the Deed Restriction.

It shall be the Owner's responsibility at all times to assure that any or all Tenants or other Occupants of the Owner's Dwelling Unit abide by these Deed Restrictions.

In addition to the above, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, lien and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or Court shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by a majority of the voting interests present, in person or by proxy, represented at a meeting at which a quorum has been attained.

Section 4. Subordination. No breach of any of the conditions

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herein contained or re-entry by reason of such breach shall defeat or render invalid the lien on any mortgage made in good faith and for value as to the Property or any Lot or Dwelling Unit therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of ten (10) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least two-thirds (2/3) of the Lot or Dwelling Units.

Section 6. Remedies for Violation. Violation or breach of any condition, covenant or restriction herein contained shall give the Association or any Owner in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of the conditions, covenants, or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, providing such proceeding results in a finding that such Owner was in violation of the restrictions or covenants. Expenses of the litigation shall include a reasonable attorney's fee incurred by the Association, or an Owner seeking such enforcement.

Section 7. Usage. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the public records of Citrus County, Florida, and shall take precedence over any previous Declaration of Covenant, Conditions and Restrictions for Fairmont Village Property Owners Association, Inc.



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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on this 9 day of DECEMBER, 1996

Signed, sealed and delivered in the presence of:

WITNESSES

David P. [Signature]  
Paula G. Wark

MEADOWCREST DEVELOPMENT, INC.  
a Florida Corporation

BY [Signature]  
Stanley C. Olsen, President  
By [Signature]  
James W. Carman, Secretary

WITNESSES

David P. [Signature]  
Paula G. Wark

FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION, INC

BY [Signature]  
James Grossman, President  
By [Signature]  
Linda J. Deptola, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was sworn to, subscribed and acknowledged before me by Stanley C. Olsen and James W. Carman, the President and Secretary of Meadowcrest Development Inc. On the 9th day of December, 1996 and by James Grossman and Linda J. Deptola, the President and Secretary of FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION on this 9th day of December, 1996 and they executed the foregoing document on behalf of their corporations.

Charlene Kay Cwiklinski  
Notary Public

My commission Expires 02-09-00

PREPARED BY THE FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION,  
P. O. BOX 10,000, CRYSTAL RIVER, FL 34423, JAMES GROSSMAN,  
PRESIDENT.

