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Prepared by and when recorded mail to:

VERIFIED BY:

DA

D.C.



Morris E. Osborn  
David R. Carter, P.A.  
5308 Spring Hill Drive  
Spring Hill, FL 34606

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**TARAWOOD, INC.**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Tarawood was previously recorded at Official Record Book 0852, Page 0120 through Page 0141 inclusive, Public Records of Citrus County, Florida, the "Declaration"; and

**WHEREAS**, the property subject to the Declaration is described on Exhibit "A", attached hereto and incorporated herein by reference, the "Property"; and

**WHEREAS**, Tarawood, Inc., the original Declarant, conveyed all of its title and interest in the property to Tarawood of Floral City, Inc., a Florida Corporation, which is now the Successor Developer of Tarawood, Inc.; and

**WHEREAS**, Tarawood, Inc. assigned to Tarawood of Floral City, Inc. all of its rights as the Declarant as evidenced by that certain Assignment recorded at Official Record Book 1079, Pages 1480-1481; and

**WHEREAS**, The Successor Declarant has determined it is appropriate to amend and restate the Declaration as a result of changed conditions, and otherwise deems it to be in the best interests of the residents of the community to amend the Declaration for the purpose of enhancing the value, attractiveness and desirability of the community;

**NOW, THEREFORE**, the Declarant hereby declares that all the Property 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 Property and be binding on all the heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof. The Declaration of Covenants, Conditions and Restrictions for Tarawood are hereby amended and restated as follows:

- 1) The Declarant and Tarawood HomeOwners' Association, Inc. hereby join in this Amendment and Restatement, and acknowledge that if there is any inconsistency between the Declaration and this Amendment and Restatement, the provisions of this Amendment and Restatement shall control.
- 2) This Amendment and Restatement shall be deemed effective from the date of its recording in the Public Records of Citrus County, Florida.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** "Association shall mean and refer to Tarawood HomeOwners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 2.** "Commercial" shall mean all those uses permitted under the Citrus County Zoning Ordinances as in effect in 1988 pertaining to such use and as permitted by the Planned Development zoning, and as proposed and identified as Phase III of the Planned Development.

**Section 3.** "Commercial Parcel" shall mean a segment or a portion of the commercial property identified as Phase III of the approved plan of development as established by the Declarant or as subsequently platted of record; however, no segment or parcel shall be less than 8,000 square feet.

**Section 4.** "Common Area" shall mean all real property owned by the Association by dedication, donation or purchase for the common use and enjoyment of the Owners.

**Section 5.** "Declarant" shall mean Tarawood of Floral City, Inc., Successor Declarant of Tarawood, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development.

**Section 6.** "Lot" shall mean any pLot of land in Phase I and II as shown on a recorded subdivision plat of Tarawood with the exception of the common areas.

**Section 7.** "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. 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.

**Section 8.** "Member" shall mean every person or entity who holds membership in the Association.

**Section 9.** "Mortgage" shall mean a conventional mortgage or a deed of trust.

**Section 10.** "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary

under a holder of a deed of trust.

**Section 11.** "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or parcel which is a part of the Tarawood subdivision, but shall not include those holding title merely as security for performance of an obligation.

**Section 12.** "Subdivision" shall mean Tarawood, a planned development included in the subdivided real property hereinbefore described and such further subdivisions thereof and such further additions as may be brought within the jurisdiction of the Association as hereinafter provided.

## **ARTICLE II**

### **MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS**

**Section 1.** Every Owner of a Lot shall be a member of the Association, subject to and bound by the Association's Articles, Bylaws, Rules and Regulations, and this Declaration. Membership shall be appurtenant to and may not be separated from Ownership of a Lot.

**Section 2.** The Association shall have two (2) classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Parcel, the vote for such Lot or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two (2) classes of voting membership and voting rights related thereto, are as follows:

a) **Class A.** Class A members shall be all Owners of Lots and Parcels, except the Declarant shall not be a Class A member. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

b) **Class B.** The Class B member shall be the Declarant. Class B Lots and Parcels shall be all Lots and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots and Parcels shall be as follows:

(i) **Lots.** The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

(ii) **Parcels.** The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel as designated on the General Land Plan for Single-Family Detached Residential Use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Attached, Independent Retirement Rental, or Assisted Living/Skilled Nursing Facility Use.

c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots and Parcels then subject to the terms of this Declaration shall become Class A Lots and Parcels upon the happening of any of the following events, whichever occurs earlier:

- (i) Three (3) months after ninety percent (90%) of all Lots and Parcels within all phases of the Development have been conveyed to Owners other than Declarant or successor developers, builders or contractors; or
- (ii) On December 31, 2018; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate.

### ARTICLE III

#### ASSESSMENTS

**Section 1.** Lien and personal obligation of assessments. Declarant hereby covenants for each Lot or commercial parcel within the Tarawood subdivision, and each Owner of a Lot or commercial parcel is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will 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 Lot or commercial parcel, and a continuing lien on each Lot or commercial parcel against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot or commercial parcel at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 2.** Purpose of annual assessment. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvements and maintenance of the common areas situated within the Subdivision, as well as the operation of the utility system installed to exclusively serve the Tarawood subdivision and any additions thereof. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, cable TV and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the

Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Maintenance and repair of sewage treatment plant, water system, clubhouse, storm drains, sanitary sewers, and private streets within the confines of the Subdivision.

(e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

### **Section 3. Maximum annual assessment.**

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$780.00

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may only be increased above 10% by the vote or written assent of a majority of the membership.

(c) The Board of Directors of the Association shall fix the annual assessment which amount shall not exceed the amounts permitted by this section.

**Section 4. Special assessments for capital improvements.** In addition to the annual assessments 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, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the utility system or for the purpose of establishing reserve accounts for same. Any such special assessment shall be approved by a two-third (2/3rd) vote of the Board of Directors. The board may, at its option, submit the proposed special assessment to the members for approval which will require a vote by a majority of the total membership.

**Section 5. Notice and quorum for action authorized under Sections 3 and 4.** Written notice of any meeting of the membership or the Board of Directors called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting.

**Section 6. Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and commercial parcels except those owned by the Declarant during the time of Declarant's obligation to maintain as set forth in Section 10.

**Basis for Assessment. Residential Lots.** Each residential Lot, whether improved or unimproved, which has been conveyed to an Owner shall be assessed at a uniform rate. For purpose of assessment, the term "Owner" shall exclude developer, builder, contractor or other entity who purchased the Lot for the purpose of constructing improvements thereon for resale to an Owner.

**Basis for Assessment. Commercial Parcels.** Each 8,000 square feet which is certified for occupancy and each unimproved parcel which has been conveyed to an Owner who is not a developer shall be assessed at 60% of the residential Lot rate. Until or unless the commercial area is so divided, the assessment on the commercial area shall be determined at 10% of the total assessment for the residential Lots.

**Section 7. Commencement and collection of annual assessments.** The annual assessments provided for herein shall commence as to all Lots shown on recorded plats and commercial parcels (except those owned by the Declarant) on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and commercial parcel at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be paid quarterly, in advance. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may cause to be recorded in the Public Records of Citrus County, a list of delinquent assessments as of a date certain.

**Section 8. Effect of nonpayment of assessments; remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his Lot.

**Section 9. Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure (or any proceeding in lieu thereof) shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10.** The Declarant shall maintain the subdivision and all common areas, exclusive of any right of action by the Association, from the time of recording this declaration until June 1, 1992. The

Declarant shall be exclusively entitled to retain all monthly assessments during this time period to defray the costs of maintenance. The Declarant further retains the exclusive right to delegate

maintenance to the Association at any time it shall deem necessary to do so.

#### ARTICLE IV.

#### PROPERTY RIGHTS.

**Section 1. Owner's Easements of Enjoyment.** Every Owner of a Lot or commercial parcel 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 such Lot, subject to the following rights of the Association.

(a) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against his Lot or commercial parcel remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the Association.

(b) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the membership. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rd) of the members agreeing to such dedication or transfer has been duly recorded.

**Section 2. Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate his reasonable right to enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees. No guests shall make use of any of the common areas so that such use interferes with the rightful use of other members of the Association. No large parties, as same shall be defined by the Board of Directors, shall be allowed.

**Section 3. Easements of Encroachment.** There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the common area adjacent 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 easement shall exist to a distance of not more than one foot 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 a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. All other easements shown on the recorded plats of Tarawood, are recorded in the Public Records of Citrus County, Florida, and are hereby incorporated by reference in this declaration.

#### **Section 4. Other Easements.**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. 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, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such residential Lot, except for improvements for

maintenance of which a public authority or utility company is responsible.

(b) 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 public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, 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 way are reserved.

**Section 5. Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

**Section 6. No Partition.** There shall be no judicial partition of the common area, nor shall Declarant, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

## **ARTICLE V.**

### **USE RESTRICTIONS**

The subdivision shall be occupied and used only as follows:

**A. Residential areas as platted of record:**

**Section 1.** Each Lot shall be used for residential purposes only, limited to single family occupancy and for no other purpose.

**Section 2.** No business of any kind shall be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling the Lots as provided in Article VI below

**Section 3.** No noxious or offensive activity shall be carried on or in any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Article VI below.

**Section 4.** No platted Lot shall be subdivided or partitioned, and each Owner hereby waives said right in the event any Lot is owned in co-tenancy.

**Section 5.** No vehicles shall be parked within the Property except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked with the Properties. Non-commercial pickup trucks, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept with the Properties if such are kept inside a garage and concealed



from public view or in a designated recreational vehicle parking area. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less. No automobile or other vehicle may be repaired, painted, or overhauled on any Lot, or on the street in front of any Lot, or on any of the common areas other than in a garage and concealed from public view.

**Section 6.** No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Parcel or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) as promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to the safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

**Section 7.** Lighting exterior to any unit shall be placed so as not to create a nuisance to other unit Owners, and shall be subject to the approval of the architectural committee.

**Section 8.** No sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the Association, except customary name and address signs. The advertising of homes for sale or rent shall be posted on the billboard in the clubhouse and the Association shall establish a prominent place on said billboard for said postings of information on availability of homes for sale or rent, and the Association may prescribe rules and regulations regarding the size and manner of posting this information on the billboard. The placing of lawn signs advertising the availability of homes for sale or rent is expressly prohibited, although signs may be allowed in the windows of the residences announcing the availability of the property for sale or rent. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on portions of Properties it owns and on the Common Area in connection with its development and sale of Lots and Parcels.

**Section 9.** Nothing shall be done or kept on a Lot or on the common area 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 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.

**Section 10.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the common area. A maximum of two domestic dogs or cats or any combination thereof shall be allowed any unit Owner provided they are not kept, bred or maintained for any commercial

purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or Parcel. Said animals shall be maintained so as to create no nuisance to any other unit Owner, and each animal Owner is expressly responsible for the removal of any wastes created by said animal. All animals must be kept on a leash at all times when outside the unit Owner's residence.

**Section 11.** No Owner shall cause or permit any unreasonable or obnoxious noises or odors, nor any nuisance of any other type. No immoral or illegal activity shall be permitted on any of the common area or unit Owner's property.

**Section 12.** The Board of Directors of the Association of unit Owners known as the Tarawood HomeOwners' Association, Inc. shall have the full right and authority to develop reasonable rules and regulations for use of the recreational areas, common property, and other matters regarding the occupancy and use of their subdivision. Any such rules shall be effective upon posting on the community bulletin board.

**Section 13.** Tarawood Subdivision is planned as an adult residential community. It is intended that at least one Owner/Occupant at the residence will be fifty-five (55) years of age or older. All permanent occupants must be at least nineteen (19) years of age. A "permanent occupant" shall be defined in these restrictions as all persons who occupy a Lot, Unit, or Parcel for more than four (4) weeks in any calendar year. The Declarant or the Association shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of the Common Area and facilities by, persons under nineteen (19) years of age.

**Section 14.** The Association shall be empowered to adopt rules governing the type of clotheslines that may be permitted on any Lot or Parcel and establish reasonable restrictions relating to the safety, location and maintenance of clotheslines. Clotheslines permissible pursuant to the rules of the Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes, or any amendment thereto.

**Section 15.** No sod, topsoil, muck, trees, grass, or shrubbery shall be removed from the common area or right-of-way.

**Section 16.** If any unit Owner desires to rent or lease his or her unit, said unit Owner must have a written lease agreement with the tenant, containing specific language whereby the tenant will agree to abide by the restrictions contained in these documents, the By-Laws of Tarawood HomeOwners' Association, Inc., and the rules promulgated by said Association.

**Section 17.** No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the common area except in sanitary containers located in appropriate areas concealed from public view at all times except during the day of garbage collection.

**Section 18.** No fence, wall, or other dividing instrumentality shall be constructed or maintained on any Lot, except hedges or similar shrubbery or plantings which are maintained in a neat condition and are no more than three (3) feet in height.

**Section 19.** No outbuilding, lean-to, detached building, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently, nor shall any such structure be erected or placed on any Lot for any purpose whatsoever, except for the construction purposes of the Declarant.

**Section 20.** Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Association.

B. Commercial. The commercial property which is identified in the Plan of Development of Tarawood Adult Community, Phase III and is adjacent to U. S. Highway 41, shall be used for those commercial purposes as allowed under the Citrus County Zoning Ordinance 86-12, as amended through 1988, and shall be further subject to the following restrictions:

**Section 1.** No junk cars, trailers or boats shall be maintained on any of the commercial property.

**Section 2.** The exterior lighting on any commercial unit shall be placed or directed in such a manner so as not to create a nuisance to the residential Owners and shall be subject to the approval of the architectural committee.

## **ARTICLE VI**

### **RIGHTS OF DECLARANT**

Declarant or the transferees of Declarant shall undertake the work of developing all Lots or commercial parcels included within the Tarawood Subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the Tarawood Subdivision as an ongoing adult residential community. In order that such work may be completed and the subdivision be established as a fully occupied adult residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Tarawood Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing or maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as an adult residential community, and the disposition of Lots by

sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as an adult residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision Lots.

(e) As used in this section, the words "its transferees" specifically excludes purchasers of Lots improved with completed residences.

(f) The Declarant expressly reserves the right to establish any reasonable rules and regulations binding on the Lots herein described in order to maintain the aesthetic qualities of this development project. Said rule should take effect upon posting upon the community bulletin board to the same extent as if adopted by the Board of Directors.

(g) Any purchaser of any property covered by this Declaration of Covenants, Conditions and Restrictions agrees to be bound by this Declaration, but further, said purchaser realizes that this property is governed by the land use rules and regulations of Citrus County. If a conflict occur between any County regulations and these restrictions, the most restrictive clauses shall govern.

(h) In the event that any portion of this Declaration of Covenants, Conditions and Restrictions is found invalid, the remainder of said declarations shall continue in full force and effect.

(i) So long as Declarant makes up any deficits in the Association's budget, all unsold Lots and commercial parcels owned by Declarant, including Lots containing model homes or other Lots or parcels used by the Declarant for any purpose shall be exempt from any assessments. Declarant, at its option, can at any time, commence paying assessments on its Lots or commercial parcels which shall then terminate Declarant's obligation to fund deficits.

(j) So long as Declarant owns five (5%) percent or more of the residential Lots or commercial parcels, Declarant shall have the right to appoint one member to the Board of Directors.

## **ARTICLE VII.**

### **OWNERS' OBLIGATION TO REPAIR**

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

## **ARTICLE VIII.**

### **OWNERS' OBLIGATION TO REBUILD**

If all or any portion of a residence 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 condition immediately prior to the casualty. Reconstruction shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

## **ARTICLE IX.**

### **ANNEXATION OF ADDITIONAL PROPERTY**

The Declarant shall have the right from time to time in its discretion and without the need for consent or approval by either the Association or its Members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area. The additions authorized by this subsection shall be made by the Declarant filing or record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its Members. Such Supplement may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on attached Exhibit "A."

## **ARTICLE X.**

### **ARCHITECTURAL CONTROL**

**Section 1. Creation of architectural committee.** The Board of Directors of Tarawood HomeOwners' Association, Inc. shall appoint a committee to be known as the Architectural Committee. Such committee shall consist of three (3) or more members of the Association who shall serve at the pleasure of the Board.

**Section 2. Alterations, additions, and improvements of residences.** No Owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the Architectural Committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

**Section 3. Miscellaneous additions and alterations.** No exterior addition, including replanting, or external attachments shall be made to any residence, 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 Architectural Committee as to the harmony of external design and location in relation to surrounding structures and topography.

**Section 4. Damage and destruction of residences; approval of structural variances.** Any Owner

who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

**Section 5. Approval of committee; how evidenced.** Whenever in this article approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

**Section 6. Exemption of Declarant.** So long as Declarant is the Owner of Lots or commercial parcels in the subdivision, the Declarant shall be exempt from the provisions of this article relating to architectural control, and shall not be required to seek the approval of either the Board of Directors or the Architectural Committee for any construction, alteration, addition, improvement, or any other purpose whatsoever.

## **ARTICLE XI.**

### **GENERAL PROVISION**

**Section 1. Enforcement.** Declarant, 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, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by 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.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendments.** Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds of the members and the Declarant. However, notwithstanding anything to the contrary herein, the Declarant shall have unqualified right to amend this declaration at any time by duly recording an instrument as referenced hereunder. Said right to amend as referenced by the Declarant shall be limited to corrections or errors contained in this Declaration to clarify any ambiguity or to make such changes as necessary to implement the original plan of development or conform to any government imposed change to the plan of development, which right shall be retained so long as the Declarant is funding the deficit of the Association budget as provided in Article VI, Section 2. Any such amendment shall

compliance with Section 5.

**Section 4. Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any Lot 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 twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of five (5) years unless otherwise agreed to in writing by the then Owners of at least three-quarters of the subdivision Lots. The extension created herein and the obligation of membership in the HomeOwners' Association as set forth in Article I and the assessment obligation as set forth in Article III shall be deemed to be covenants running with the land until the expiration date.

Executed at Amsterdam, NEW YORK FLORIDA, this 24<sup>TH</sup> day of SEPTEMBER, 1998.

TARAWOOD OF FLORAL CITY, INC.

By: James D. Uhlinger, Jr.  
PRES. & VENT

STATE OF ~~FLORIDA~~ NEW YORK

COUNTY OF ~~ST. JAMES~~ Montgomery

Before me, the undersigned authority, this day personally appeared JAMES D. UHLINGER, JR., SR President of TARAWOOD OF FLORAL CITY, INC., who acknowledged to and before me, the execution of the foregoing document for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>TH</sup> day of SEPTEMBER, 1998.

My Commission Expires

Michael A. Ciotto  
Notary Public

MICHAEL A. CIOTTO  
Commissioner of Deeds  
Residing in the City of Amsterdam  
Montgomery County  
Commission Expires ~~2-24-99~~ 3-24-99

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All that part of the Southeast 1/4 of the Southwest 1/4 AND the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 20 South, Range 20 East, lying Westerly of the right-of-way of U.S. Highway No. 41 and the West 1/2 of the Northeast 1/4 of the Northwest 1/4 AND that part of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 20 South, Range 20 East, lying Westerly of the right-of-way of U.S. Highway No. 41.

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