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**AMENDED DECLARATION OF RESTRICTIONS, COVENANTS,
EASEMENTS AND CONDITIONS OF MEADOWS SUBDIVISION
A/K/A DEXTER PARK VILLAS PLANNED RESIDENTIAL DEVELOPMENT**

This Amended Declaration is made this 5 of November, 1998 by Meadows of Citrus County, Inc., a Florida corporation and The Meadows Utility, Inc., a Florida corporation (hereinafter referred to as the "Declarants") and The Meadows of Citrus County Homeowners' Association, Inc. (hereinafter referred to as the "Association").

WHEREAS, the deed restrictions provide that the owners and developers of Dexter Park Villas shall constitute the Dexter Park Villas Owners Association.

WHEREAS, the restrictions recorded in O.R. Book 588, pages 1872 to 1879 Public Records of Citrus County, provide that the same may be modified, amended or changed by approval of 60% of the Dexter Park Villas Owners Association.

WHEREAS, the restrictions incorporate by reference the common elements, regulations, easements, restrictions and use.

WHEREAS, there are 153 single family home parcels in the Meadows Subdivision a/k/a Dexter Park Villas.

WHEREAS, the Meadows of Citrus County, Inc. and The Meadows Utility, Inc. own 94 parcels and represents 61% of the Owners and Developers of Dexter Park Villas a/k/a Dexter Park Villas Owners Association.

WHEREAS, the Meadows of Citrus County, Inc. has received the approvals and proxies of additional lot owners attached as Exhibit "A" and incorporated herein.

WHEREAS, the Meadows of Citrus County, Inc. parcels and the aforesaid proxies represents 62.7 % of the Owners and Developers of Dexter Park Villas a/k/a Dexter Park Villas Owners' Association.

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WHEREAS, there currently is pending in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida case number 97-1335-CA styled THE MEADOWS OF CITRUS COUNTY, INC., et al v. EDITH LUCILLE EDWARDS, et al, wherein all lot owners of the Meadows subdivision AKA Dexter Park Villas Planned Residential Development are parties.

WHEREAS, there currently is pending in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida case number 96-2843-CA styled DENNIS JONES v. THE MEADOWS OF CITRUS COUNTY, et al, wherein all lot owners of the Meadows subdivision AKA Dexter Park Villas Planned Residential Development are parties.

WHEREAS, the issues involved in both litigations involve the validity of the restrictions encumbering this subdivision.

WHEREAS, the Plaintiff, Dennis Jones, in case number 96-2843-CA and the Defendants, Jeanette Samler Atwell, Alison M. Hand, Christine C. Justice, Calvin K. Doud, Josephine Stephan, Agnes P. Lafferty, Florence Thomas, Thomas F. Kennedy, Mary E. Kennedy, Thomas F. Kennedy, II, Ruth D. Kennedy, Tonia L. Shaw, James Wheeler, Ruth Wheeler, Dennis Jones and Brandi Jones in case number 97-1335-CA have formally taken the position that the restrictions including the common elements are valid and reasonable because the same may be amended by approval of 60% of the property owners.

WHEREAS, the Circuit Court has explicitly found the Plaintiff, Dennis Jones, in Case Number 96-2843-CA and the Defendants Jeanette Samler Atwell, Alison M. Hand, Christine C. Justice, Calvin K. Doud, Josephine Stephan, Agnes P. Lafferty, Florence Thomas, Thomas F. Kennedy, Mary E. Kennedy, Thomas F. Kennedy, II, Ruth D. Kennedy, Tonia L. Shaw, James Wheeler, Ruth Wheeler, Dennis Jones and Brandi Jones in Case Number 97-1335-CA position to

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be that the common elements may be amended by 60% of the lot owners. See certified copy of Order denying Plaintiff, Jones', Motion for Partial Summary Judgment attached hereto as Exhibit "B".

NOW, THEREFORE:

1. The above WHEREAS clauses are true and correct and incorporated herein by reference.

2. This amendment is made on the date shown below and amends the above-referenced restrictions dated December 19, 1981 and recorded in O.R. Book 588, pages 1872 to 1879 in the Public Records of Citrus County, as follows:

3. The first WHEREAS paragraph on Page 1872 is deleted and replaced with the following:

WHEREAS, the said owner as the developer of the Dexter Park Villas, a planned residential development wholly within the above described premises will develop on said premises 153 single family home sites.

4. The second WHEREAS paragraph on Page 1872 is deleted in its entirety and replaced with the following:

WHEREAS the said owner, by specific description and by meets and bounds will convey each of the 153 separately described parcels to individual purchasers. The Owner shall create certain common elements of the land subject to easements and agreements and not designated as lots or parcels, which shall for all purposes of ingress and egress utilities and maintenance thereof, including all streets, easements, recreational facilities, walks, parking lots, lake and park, and such

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shall constitute common elements being described as follows, to wit: See Exhibit "C" attached hereto and incorporated herein by reference.

5. The second WHEREAS clause on Page 1877 is amended by deleting the reference to Pinellas County and inserting Citrus County.
6. That the reference to Exhibit A on Page 1873 is deleted.
7. Exhibit A on O.R. Book 588, Page 1875 is deleted.
8. Paragraph 1 commencing on Page 873 is deleted in it's entirety.
9. Paragraph 2 on Page 1874 is amended by deleting the first paragraph thereof.
10. Declarants are the owners of certain real property, including the Units (as that term is hereinafter defined) now or hereafter constructed on that real property, situated in Citrus County, Florida, more fully described in Exhibit "D," which is attached hereto and made a part hereof as if fully set forth herein (hereinafter referred to as the "Property"), and hereby declares that the Property is and shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to the restrictions, covenants, easements and conditions contained in this Amended Declaration. The restrictions, covenants, easements and conditions set forth in this Amended Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entitles having any right, title or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns. The Meadows of Citrus County Homeowners' Association, Inc. (hereinafter referred to as the "Association") does hereby join and consent to this Amended Declaration as evidenced by it's executing this Amended Declaration, and hereby declares that any portion of the Property owned by the Association or acquired by the Association is and shall be

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subject to the restrictions, covenants, easements and conditions contained in this Amended Declaration.

ARTICLE 1

DEFINITIONS

Each of the following terms shall have the meaning ascribed thereto whenever used in this Amended Declaration:

SECTION 1.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time.

SECTION 1.2. "Association" shall mean and refer to the Meadows of Citrus County Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

SECTION 1.3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

SECTION 1.4. "Bylaws" shall mean and refer to the By-laws of the Association, as they may be amended from time to time.

SECTION 1.5. "Common Area" shall mean and refer to all real property, and any buildings and improvements thereon, owned or leased by, or dedicated to, the Association for the common use of enjoyment of the Owners. The Common Area shall consist of:

- (a) All portions of the Property that are not Units;
- (b) All portions of the Property that are not dedicated to a governmental entity or to the public for a public use;

SECTION 1.6. "Declarant" shall mean and refer to Meadows of Citrus County, Inc., a Florida corporation, its successors and assigns.

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SECTION 1.7. "Amended Declaration" shall mean this Amended Declaration of Restrictions, Covenants, Easements and Conditions of Meadows of Citrus County Homeowners Association, Inc. as it may be amended from time to time.

SECTION 1.8. "Institutional Mortgagee" shall mean and refer to any lending institution that has a lien upon a lot by virtue of its owning and holding a mortgage given by the Owner of the Unit, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state bank, a real estate investment trust, an agency of the United States government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any mortgage company doing business in the State of Florida, and the Declarant.

SECTION 1.9. "Unit" or "Lot" shall mean and refer to each platted lot located within the boundaries of the Property that is not a Common Area or Recreational Area, but upon which it is intended that a residential dwelling be constructed or is constructed.

SECTION 1.10. "Member" shall mean and refer to the each person and entity that is a member of the Association.

SECTION 1.11. "Owner" shall collectively mean and refer to the fee simple record title holder or holders of a Lot, excluding any person or entity that has any interest in a Lot merely as security for the performance of an obligation.

SECTION 1.12. "Recreation Area" shall mean and refer to that part of the Property designated as a "Recreation Area" by the Declarant.

SECTION 1.13. "Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Property established by Declarant prior to Declarant's

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transfer of control of the Association to the Owners, and thereafter to any and all rules and regulations approved by the Board of Directors of the Association, in accordance with the terms and provisions contained in Article 16 of this Amended Declaration.

ARTICLE 2

ANNEXATION AND WITHDRAWAL

SECTION 2.1. *Annexation by Declarant.* Declarant hereby reserves the right to annex to the Property additional residential property, roadways, common areas and recreation areas. Any additional residential property, roadway areas, common areas or recreation areas that Declarant may annex to the Property shall be subject to the terms and provisions of this Amended Declaration upon Declarant's execution and recording in the Public Records of Citrus County, Florida, of an amendment to this Amended Declaration effecting such annexation. Such amendment shall refer to this Amended Declaration and shall incorporate by reference all of the restrictions, covenants, easements and conditions contained in this Amended Declaration, thereby subjecting the annexed residential property, roadway areas, common areas or recreational areas to the restrictions, covenants, easements and conditions of this Amended Declaration as though the annexed properties were fully described herein as a portion of the Property. Any such amendment may contain only additions or modifications of the restrictions, covenants, easements and conditions contained in this Amended Declaration as may be necessary to reflect the different character, if any, of the annexed properties so long as such additions or modifications are not inconsistent with the general scheme of this Amended Declaration.

SECTION 2.2. *Annexation by Association.* The Association may annex additional residential property, roadways, common areas an recreation areas with the vote of two-thirds (2/3) of the

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Members present in person or by proxy, at a special meeting of the Members called for that purpose and held in accordance with the terms and provisions of the Bylaws, and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required.

SECTION 2.3. *Withdrawal by Declarant.* Declarant reserves the right to withdraw any portion of the Property, including, but not limited to, any residential property, roadway areas, common areas and recreation areas that may be annexed pursuant to Section 2.1 of this Article 2, from the restrictions, covenants, easements and conditions of this Amended Declaration. Declarant shall have this right until such time as Declarant transfers control of the Association to the Owners. Declarant shall exercise Declarant's right of withdrawal by executing and recording in the Public Records of Citrus County, Florida, an amendment to this Amended Declaration effecting such withdrawal; provided, however, that Declarant's right of withdrawal shall not be applicable to any portion of the Property that has been conveyed to an Owner unless Declarant specifically reserves such right of withdrawal in the Owner's Special Warranty Deed or other instrument of conveyance. Declarant's withdrawal of any portion of the Property shall not require the consent of any person or entity, including, but not limited to, any Owner, the Association, or any Mortgagee of the Property.

SECTION 2.4. *Dissolution.* In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida in and for Citrus County to appoint an entity to manage the affairs of the dissolved Association that had managed the Property, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Property.

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ARTICLE 3

PROPERTY RIGHTS

SECTION 3.1. *Owner's Easement of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area and Recreation Area. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Lot, subject to the following:

(a) The Association's right to suspend an Owner's voting rights and right to use the Recreation Area for any period during which any assessment against the Owner's Lot remains unpaid;

(b) The Association's right to suspend an Owner's voting rights and right to use the Recreation Area for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;

(c) The Association's rights to dedicate or transfer all or any part of the Common Area, Roadway Area or Amenities to any public agency, authority or utility for such purposes, and subject to such conditions, as may be approved by the Board of Directors; provided, however, that such dedication or transfer shall be approved by a majority vote of the Members present at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws and approved in writing by the Declarant;

(d) Any and all rules and regulations that govern the use and enjoyment of the Common Area, Recreation Area and Common Property;

(e) The Association's right to grant permits, licenses and easements over, in, across and under the Common Area, Recreation Area, Roadways, Amenities for such services, utilities, roads and

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other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Property;

(f) An access easement over, in, across, through and under the Property in favor of Owners and/or the providers of any equipment necessary for the provision of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, which easement is necessary for the maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, light, telephone, cable television, water, sewage, drainage and waste removal equipment;

(g) An access easement in favor of the Association which is necessary for the Association to keep the Common Area, Recreation Area and Amenities in a good state of maintenance and repair;

SECTION 3.2. *Delegation of Use.* Any Owner may delegate his right in an easement of enjoyment to the Common Area, Recreation Area and Amenities to the members of Owner's immediate family and to Owner's approved lessees or contract purchaser so long as any such family member or lessee resides on the Owner's Lot. For purposes of this Paragraph, "immediate family" shall include spouses, adult children, parents, parents-in-law, and adult siblings.

SECTION 3.3. *Regulation of Use.* Notwithstanding anything to the contrary contained herein, Declarant reserves, until such time as Declarant transfers control of the Association to the Owners, the right to regulate the use of this Property through the establishment of Rules and Regulations.

SECTION 3.4. *Easement in Favor of Declarant.* Declarant hereby reserves an easement to enter the Lots, Common Area, Recreation Area and Amenities on the Property, or any additional residential property, lots, common area, roadway area, and recreation area that may be annexed to

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the Property, and to maintain such Common Area, Recreation Area and Units owned by the Declarant, and to perform such operations as in Declarant's sole opinion may be reasonably required, convenient or incidental to the construction, sale and lease of the Units, including, but not limited to, the construction and/or maintenance of Units, business offices, sales and leasing offices, workshops, maintenance areas, storage areas, construction yards, signs, flags, banners and model Units.

ARTICLE 4
VOTING RIGHTS

SECTION 4.1. *One Vote Per Unit.* Each Unit shall be allocated and entitled to one vote in any Association matter requiring a vote of the Members. When any Unit is owned by more than one person or entity, all such persons or entities shall be Members, but in no event shall more than one vote be cast with respect to any one Unit. When a Unit is owned by more than one person or entity, those persons or entities shall designate one of them for the purpose of casting the vote that is appurtenant to their Unit. When a Unit is owned by an entity, the entity shall designate a partner, officer or employee of the entity for the purpose of casting the vote that is appurtenant to the entity's Unit. All such designations shall be made in accordance with the terms and provisions of the Bylaws.

ARTICLE 5
MAINTENANCE

SECTION 5.1. *Common Area, Recreation Area and Roadway Area.* The Association shall, at all times and at the Association's expense, maintain the Common Area, Recreation Area, Roadway and Amenities in good condition and repair. Such maintenance shall include the

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maintenance, repair and replacement of all improvements owned by, or dedicated or leased to, the Association, including but not limited to systems for the provision of water, electricity, gas and other utilities thereof.

ARTICLE 6
ASSESSMENTS

SECTION 6.1. *Assessments.* There shall be assessed and established assessments, charges, fees and expenses, as more particularly described herein, for the purpose of providing the Association with funds sufficient to maintain, repair and replace those portions of the Property that are the Association's responsibility to maintain, repair and replace. By ownership of an unit or lot, acceptance of a Deed or other instrument of conveyance of title to any Unit, each Owner shall be deemed to have covenanted and agreed to pay to the Association the assessments, charges, fees and expenses hereinafter described in this Section 6.1.

SECTION 6.2. *Annual Assessment.* An annual assessment shall be established by the Board of Directors for the purpose of operating the Association and accomplishing any and all of the Association's purposes, obligations and responsibilities with regard to:

(a) the ownership, operation, maintenance, repair and replacement of the Common Area, Recreation Area and Roadways;

(b) the payment of any and all taxes, liens and assessments for public improvements levied or assessed against the Common Areas, Recreation Area, Roadways and equipment or any personal property located thereon and used in connection therewith;

(c) the payment of any and all charges levied or assessed by any person or entity providing utilities or other services to the Common Area and Recreation Area, including, but not limited to,

charge for water, electricity, telephone, sewer, waste removal, extermination, landscaping, and for the maintenance, repair and replacement of equipment in connection therewith. Notwithstanding the ability of the Association to assess Owners for the aforementioned charges for utility and other services, it shall be within the Association's discretion whether to assess Owners in the event such charges are billed directly to Owners by the utilities providing said services;

(d) the payment of any and all premiums on any policy of insurance and fidelity bond that may or must be purchased and maintained by the Association in accordance with the terms of this Amended Declaration, including any and all premiums for the renewal of any such policy or bond;

(e) the payment of expenses and costs incurred by the Association in indemnifying and holding harmless Declarant from and against any and all claims, suits, actions, damages, and causes of action, arising from any personal injury, death or property damage that occurs on the Common Area, Recreation Area or Amenities, including attorney's fees, court costs, in either the defense of any such claim or the commencement of any lawsuit for the purpose of enforcing Declarant's rights hereunder, at all trial and appellate court levels;

(f) the payment of any and all ad valorem taxes and personal property taxes assessed against the Common Area, Recreation Area or Roadway, and the equipment, fixtures and personal property located thereon and used in connection therewith;

(g) the payment of any interest, fees and other charges that are incidental to any of the taxes of assessments enumerated in this Section 6.1.

(h) the payment of costs and expenses of the Association for the administration of the Association, including, but not limited to, salaries of secretaries, bookkeepers, accountants and other employees necessary to carry out the obligations of the Association in accordance with the terms and

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provisions of this Amended Declaration, and for retaining a managing company or agent and attorneys for that purpose;

(i) the payment of costs, expenses and fees incurred by the Association in connection with the enforcement of the restrictions, covenants, easements and conditions contained in this Amended Declaration, including, but not limited to, a reasonable attorneys' fee and court costs at all trial and appellate levels;

(j) the payment of security costs, including, but not limited to, the maintenance and operation of guard houses or security gates on the Common Area, Recreation Area and

(k) for such other purposes as a majority of the Board of Directors deems necessary and appropriate.

The annual assessment shall include reserves for establishing and maintaining an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, Recreation Area or Roadways. The annual assessment shall be allocated and assessed equally among the Owners.

SECTION 6.3. *Special Assessments.* In addition to the annual assessment, the Association may levy special assessments for the purpose of defraying the cost of extraordinary items of expense, emergencies or other non-recurring expenses, such as the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Recreation Area or Roadways, including fixtures, equipment and personal property placed thereon and related thereto; provided, however, that any such special assessment must be consented to by a majority vote of the Board of Directors. Special assessments shall be allocated and assessed equally among the Owners. Special

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Assessments shall be paid within thirty (30) days after notice of such assessment is sent to the Owners, unless otherwise provided in such notice by the Association.

SECTION 6.4. *Establishing Annual Assessments.* Commencing with the fiscal year of the Association, the Board of Directors shall prepare an estimated Annual Operating Budget (hereinafter referred to as the "Budget") not less than thirty (30) days prior to the commencement of the next fiscal year of the Association. Each Budget so prepared by the Board of Directors shall reflect the estimated annual expense of the Association for the applicable year and shall be subject to the approval of a majority of the Board of Directors present, in person or by proxy, at a meeting of the Board of Directors duly called for that purpose at which a quorum is present. Upon rendition of each year's Budget, the Board of Directors shall allocate an equal share of the annual expenses of the Association to each Unit. Upon the adoption of a Budget, the Board of Directors shall, not less than thirty (30) days prior to the due date of the applicable assessment pursuant to the adopted Budget, provide written notice to each Owner, informing the Owner of the amount due and the due date thereof.

SECTION 6.5. *Assessments Ledger.* The Association shall prepare and maintain a ledger containing a listing of all Units and the Assessments attributable to and paid on behalf of each Unit. The Association shall keep such ledger at its office, and shall make it available to any Director or Owner for inspection during reasonable business hours. The Association shall, upon request of a Member or Member's agent, furnish a certificate in writing signed by an officer of the Association, certifying whether any assessments are outstanding as of a given date on the Member's Unit, or whether the Member's assessments are paid and current as of a given date. The person to whom

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such certificate is addressed may rely upon the contents of the certificate, provided that such party is without knowledge of any error as to the information set forth in this certificate.

SECTION 6.6. *Non-Payment of Assessments: Liens for Assessments.* Regardless of how title is acquired, an Owner, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor, for a share of common expenses or otherwise, up to the time of conveyance, without regard to any right the grantee may have to recover from the grantor the amount paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area, Recreational Area and Amenities, or by the abandonment of the Unit against which the assessments are made, or otherwise.

Assessments, and installments thereof, not paid in full within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. Additionally, the Board of Directors may levy a late fee of twenty-five dollars (\$25.00) for each month the assessment remains unpaid, beginning with the original due date of any unpaid assessment. Such late charges are not to be considered additional interest on unpaid assessments. The Association has a lien on each Unit for any unpaid assessment on such Unit, with interest and for late charges, reasonable attorneys' fees, at both trial and appellate levels, and costs incurred by the Association incident to the collection of the assessments or enforcement of the lien. The lien is effective from and after the recordation of a Claim of Lien in the Public Records of Citrus County, stating the description of the Unit, the name of the record Owner, the amounts due and due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A Claim of Lien shall be signed and acknowledge by an officer or agent of the Association. The person

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making full payment is entitled to a release of the lien. The Association may bring an action to foreclose a lien for unpaid assessments in the same manner as a mortgage of real property is foreclosed, and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving its right under any Claim of Lien.

SECTION 6.7. Enforcement of Liens for Assessments and Personal Obligation of Owner.

In the event an Owner fails to pay assessments, in full and when due as provided in this Amended Declaration, the Association may at any time thereafter institute an action to foreclose the lien in favor of the Association against the Owner's Unit, and/or to institute an action at law against the Owner personally obligated to pay such assessment. The Association's acceptance of any subsequent payment of any assessment, in whole or in part, shall not be deemed a waiver of the Association's right to enforce its lien against any Unit or to enforce the Owner's obligation to pay any such assessments as provided in this Amended Declaration.

SECTION 6.8. Title Acquired Through or in Lieu of Foreclosure. The lien in favor of the Association for outstanding assessments shall be subordinate to a bona fide purchase money mortgage on any Unit, which mortgage is recorded in the Public Records of Citrus County, Florida prior to the recording of any Claim of Lien against such Unit. A lien in favor of the Association for outstanding assessments shall not be affected by the sale or transfer of any Unit, except that in the event a purchase money mortgagee obtains title to a Unit as a result of the foreclosure of the mortgage owned and held by such mortgagee or by deed given in lieu of foreclosure, shall not be liable for the outstanding assessments pertaining to such Unit or chargeable against the former Owner which became due prior to such acquirer's acquisition of title. In the event a Claim of Lien has not been recorded by the Association prior to the recording of the foreclosed purchase money

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mortgage or the purchase money mortgage for which a deed is given in lieu of foreclosure, the unpaid assessments shall be deemed to be assessments collectible from all other Owners and may, at the discretion of the Board of Directors, be re-allocated and assessed against all Units, including the Unit acquired through foreclosure or deed in lieu of foreclosure. Any foreclosure sale or transfer made in lieu of foreclosure shall not relieve the acquirer of title from the liability for, nor relieve the Unit so acquired from the lien of, any assessments made after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior Owner of any Unit sold or transferred pursuant to a foreclosure shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior owner's personal obligation for outstanding assessments by means other than foreclosure of the lien in favor of the Association.

ARTICLE 7

ENFORCEMENT OF AMENDED DECLARATION

SECTION 7.1. *Right to Enforce.* Declarant, the Association, and any Owner shall have the right, at both law and equity, to enforce the restrictions, covenants, easements and conditions contained in this Amended Declaration. Failure by the Association or by any Owner to enforce any restriction, covenant, easement or condition contained in this Amended Declaration shall in no event be deemed a waiver of the right to do so at any time.

ARTICLE 8

INSURANCE

SECTION 8.1. *Common Area, Recreation Area and Amenities.* The Association may purchase and maintain a policy of property insurance, naming the Association and Declarant as insureds and covering the Common Area, Recreation Area and any improvements, buildings,

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fixtures, personal property, and equipment, supplies and materials located on and used in connection with the operation of the Common Area and/or Recreation Area and/or Amenities, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from such coverage. Such coverage shall afford protection against loss, damage or destruction by fire, and other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or use, including, but not limited to, theft, vandalism, malicious mischief, and windstorm. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and Declarant. An Owner is responsible for purchasing and maintaining a policy of comprehensive general liability insurance providing coverage for his Unit if he desires such coverage.

SECTION 8.2. *Flood Insurance.* In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Association may purchase and maintain a policy of flood insurance, naming the Association and Declarant as insureds, and covering the Common Area or Recreation Area, Amenities, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property. The Association coverage shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on any portion of the Common Area or Recreation Area and Amenities that falls within a designated special flood zone; and (b) one hundred percent (100%) of the current replacement cost of such improvements, buildings and other

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insurable property. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and/or Declarant. An Owner is responsible for purchasing and maintaining a policy of flood insurance providing coverage for his Unit if he desires such coverage.

SECTION 8.3. *Liability Insurance.* The Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Association and Declarant as insureds. The coverage shall be in an amount not less than five million dollars (\$5,000,000.00) for bodily injury, death and property damage arising out of a single occurrence. Coverage shall include liability of the Association and Declarant for bodily injury, death and property damage. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and Declarant. An Owner is responsible for purchasing and maintaining a policy of comprehensive general liability insurance providing coverage for his Unit if he desires such coverage.

SECTION 8.4. *Personal Property Insurance; Renters Insurance.* An Owner may purchase and maintain policies of insurance covering loss, theft, damage or destruction of or to the fixtures, appliances or personal property contained in his Unit in the event such loss, theft, damage or destruction is caused by any third party or by the Owner's tenant, members of the tenant's family, or the tenant's guests, invitees, or licensees, if the Owner desires such insurance coverage.

SECTION 8.5. *Distribution of Proceeds; Reconstruction of Buildings and Improvements.* The proceeds of any policy of insurance or bond required to be purchased and maintained, or which may be purchased and maintained, pursuant to the terms of this Amended Declaration shall be paid

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to either the Association and Declarant, as their interests may appear, whichever of them is the insured or obligee under any such policy or bond, and shall be used as set forth in this Article 8.

SECTION 8.6. *Proceeds Received by Declarant or Association.* All proceeds received by the Association and/or Declarant for any loss, damage or destruction of any building, improvement, landscaping, equipment, supplies or materials located on and used in connection with the Common Area or Recreation Area shall be utilized by the Association and/or Declarant to repair, replace or reconstruct any such building, improvement, landscaping, equipment, supplies or materials. Any difference between the amount of insurance proceeds receiving by the Association and/or Declarant and the amount required to complete the repair, replacement or reconstruction shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference within forty-five (45) days from the date of loss, damage or destruction occurred. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Amended Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or improvement was last repaired or reconstructed, and shall be similar quality and value in the case of equipment, personal property, landscaping, supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinances and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

SECTION 8.7. *Estimates for repair, Replacement or Reconstruction.* In the event any loss, damage or destruction occurs that is covered by an insurance policy purchased and maintained by the Association pursuant to the terms of this Amended Declaration, the Association shall,

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immediately after the occurrence of such loss, damage or destruction, obtain a reliable, detailed estimate of the cost to place the damaged property in as good a condition as that when existed immediately prior to the loss, damage or destruction. The Association shall establish a separate account with a bank or savings and loan association located in Citrus County, Florida and shall deposit into such account all insurance proceeds and any special assessments collected by the Association by virtue of the occurrence of any loss, damage or destruction as provided in this Amended Declaration.

SECTION 8.7.1. *Repair, Replacement and Reconstruction Fund.* Said account shall constitute a repair, replacement and reconstruction fund which shall be disbursed in the manner provided in this Article 8 as the required repair, replacement and reconstruction progresses.

SECTION 8.7.2. *Fund Disbursements.* The Association shall make payments for such repair, replacement or reconstruction upon the written request for a disbursement by the person or entity responsible for the repair, replacement or reconstruction, which in the case of the repair, replacement or reconstruction of a building or other improvement, shall be accompanied by an appropriate certificate signed by the architect, engineer or contractor in charge of such repair, replacement or reconstruction stating (a) that the requested payment has either been made or is justly due, and certifying that the payment requested does not exceed the value of the services and materials already in place pursuant to such repair, replacement or reconstruction; (b) that, except for the payment requested, there are no outstanding payments for the repair, replacement or reconstruction being performed which may provide a basis for a vendor's or mechanic's lien; and (c) that the cost of the repair, replacement or reconstruction to be done subsequent to the date of such

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certificate does not exceed the amount of funds remaining in the repair, replacement and reconstruction fund after the requested payment is made.

SECTION 8.7.3. *Balance Remaining in Fund.* If there is a balance in the repair, replacement and reconstruction fund after the Association has made all payments for any such repair, replacement or reconstruction pursuant to the terms of this Amended Declaration, the Association shall be entitled to retain such balance and add it to the Association's reserve; provided, however, that in the event special assessments were collected and utilized for such repair, replacement or reconstruction, then a majority vote of the Owners, at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws, shall determine whether the balance shall be retained by the Association and added to the association's reserves, or shall be returned pro rata to the Owners who paid such special assessments.

SECTION 8.8. *Declarant Named as Insured.* Whenever the Association is required to purchase and maintain a policy of insurance or bond which shall, according to the terms of this Article 8, name Declarant as an insured, such obligation to name the Declarant as an insured shall cease upon Declarant's conveyance of title to the last Unit owned by Declarant.

SECTION 8.9. *Review of Insurance Coverages.* The Association shall, at least annually, review the adequacy of the insurance coverages required pursuant to this Amended Declaration and shall make a determination as to the adequacy of the amounts and types of coverage then in effect.

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ARTICLE 9

ARCHITECTURAL REVIEW

SECTION 9.1. *Architectural Review Board.* There shall be an architectural review board composed of the Board of Directors or any three (3) Members of the Board of Directors, or any three

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(3) or more persons that may be appointed by the Board of Directors (herein referred to as the "Architectural Review Board"). The Architectural Review Board shall consider all plans and specifications submitted to it, and shall either approve or disapprove such plans and specifications, as provided in this Article 9.

SECTION 9.2. *Restrictions.* No building, fence, wall, screen, enclosure, exterior finish, sign, or other structure of any kind, either attached to, or separate and apart from, any Unit, shall be constructed, erected built, placed or maintained upon the Property, including the individual Units, and no Unit shall be altered, changed, repaired or modified unless the prior written approval of the Architectural Review Board is obtained by any person or entity who desires to make any such improvement, alteration or modification.

SECTION 9.3. *Submission of Plans and Specifications for Approval.* Two sets of plans and specifications for any proposed improvement, alteration or modification shall be submitted to the Architectural Review Board, which plans and specifications shall include the following:

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- (a) Front, side and rear elevations of the improvement, alteration or modification;
- (b) A plot plan indicating and fixing the exact location of the improvement, alteration or modification, with reference to the Unit or closest Units, the surrounding property, and the streets nearest to the site to be improved, altered or modified;
- (c) Data as to the types of materials to be used in, the proposed improvement, alteration or modification, including the color and texture of all exteriors;
- (d) Graphic depiction of, and narrative describing, the nature, kind, shape, height and location of the proposed improvement, alteration or modification; and
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(e) A description of how the proposed improvement, alteration or modification is in harmony with the external design and location of the existing Units, buildings and improvements on the Property, and the topography of the Property.

SECTION 9.4. *Approval of Plans and Specifications.* The Architectural Review Board shall either approve or disapprove any plans and specifications that are submitted to it for its consideration pursuant to this Article 9. Such approval or disapproval shall be in writing, within thirty (30) days after such plans and specifications have been submitted to the Architectural Review Board. In the event the Architectural Review Board fails to approve or disapprove such plans and specifications, in writing within such thirty (30) day period, then the approval of the Architectural Review Board shall not be required, and the requirements of this Article 9 shall be deemed to have been fully satisfied; provided, however, that all other restrictions, covenants, easements and conditions contained in this Amended Declaration shall remain in full force and effect. In the event the Architectural Review Board approves any plans and specifications submitted to the Architectural Review Board for its consideration, then the Architectural Review Board shall endorse both sets of the plans and specifications submitted pursuant to this Article 9. Thereafter, one set of endorsed plans and specifications shall be returned to the person or entity who submitted them, and the other set shall remain in the possession of the Architectural Review Board until the proposed improvement, alteration or modification is completed in full conformance and compliance with the plans and specifications approved by the Architectural Review Board.

The approval by the Architectural Review Board of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Review Board of the right to object to any of the features or elements embodied in such plans and specifications

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submitted for approval for use in connection with another Unit. After such plans and specifications and other data submitted have been approved by the Architectural Review Board, no building, outbuilding, garage, fence, wall or other improvements and structures of any kind shall be erected, constructed, placed, altered or maintained upon the Property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Review Board.

SECTION 9.5. *Right of Entry and Inspection.* The Architectural Review Board, any Member thereof, and any of its authorized representatives or agents, shall have the right to enter any portion of the Property that is subject to the jurisdiction of the Architectural Review Board, including individual Units, for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Article 9 are being violated.

SECTION 9.6. *Declarant Exempt.* Declarant, all Units owned by Declarant and all improvements made by Declarant, shall be exempt from the terms and provisions contained in this Article 9.

ARTICLE 10

AMENDMENT OF DECLARATION

SECTION 10.1. *Amendment.* The restrictions, covenants, easements and conditions contained in this Amended Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date on which this Amended Declaration is recorded in the Public Records of Citrus County, Florida. Thereafter, the restrictions, covenants, easements and conditions contained in this Amended Declaration shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended during the first twenty-five (25) year period by an

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amendment approved by a vote of not less than a majority of the Owners, and thereafter by an amendment approved by a vote of a majority of the Owners at a special meeting of the Association called for that purpose in accordance with the terms and provisions of the Bylaws; provided, however, that for so long as Declarant, its successors and its assigns, owns one (1) or more Units, Declarant's prior written consent to any amendment must be obtained. Any amendment to this Declaration enacted in accordance with the terms and provisions of this Article 10 shall be recorded in the Public Records of Citrus County, Florida. Declarant shall have the right, at any time within ten (10) years of the date hereof, to amend this Amended Declaration to correct scrivener's errors, and to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Amended Declaration without the prior approval of any Institutional Mortgagee enjoying such protection.

SECTION 10.2. *Exempt Easements.* Notwithstanding anything to the contrary contained in this Article 10, any easement referred to in this Amended Declaration that is evidenced by an instrument recorded in the Public Records of Citrus County, Florida, shall not be subject to amendment, but rather, shall continue to exist in full force and effect according to the terms and provisions of the instrument creating such easement.

ARTICLE 11
CONDEMNATION

SECTION 11.1. *Allocation of Awards.* In the event any portion of the Property is taken by an governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association, as their respective interests may appear. Awards for the taking of the Common Area shall be used to render the remaining

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portion of the Common Area usable in the matter chosen by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the awards made for the taking, the Board shall, in its discretion, determine whether to specially assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Area, if any, shall be transferred to the Association's reserve fund.

ARTICLE 12

RIGHT OF ENTRY AND INSPECTION IN FAVOR OF ASSOCIATION

SECTION 12.1. *Right of Entry and Inspection.* The Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, during reasonable hours, for the purpose of conducting an inspection to ascertain whether the restrictions, covenants, easements and conditions contained in this Amended Declaration are being complied with. In the event any such inspection reveals the existence of a violation of the restrictions, covenants, easements and conditions contained in this Amended Declaration, then the Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, for the purpose of eliminating any such violation at the expense of the person or entity responsible for such violation. Any such entry by the Association, or its authorized agents or representatives, shall be made at reasonable times and upon reasonable notice to the Owner of any such Unit.

ARTICLE 13

RULES AND REGULATIONS FOR USE AND OCCUPANCY OF THE PROPERTY

SECTION 13.1. *Regulation of Uses* Notwithstanding anything to the contrary contained herein, Declarant reserves, until such time as Declarant transfers control of the Association to the

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Owners, the right to regulate the use of the Property through the establishment and publication, and amendment or rescission, of Rules and Regulations.

SECTION 13.2. *Adoption of Rules and Regulations.* After such time as Declarant transfers control of the Association to the Owners, the Board of Directors is authorized to adopt, amend or rescind, at any regular or special meeting of the Board of Directors, rules and regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon; provided, however, that such rules and regulations shall be for the elaboration and administration of the restrictions, covenants, easements and conditions contained in this Amended Declaration, and shall not be inconsistent with any of the terms or provisions of this Amended Declaration, the Articles or the Bylaws. Any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreements or leases for the operation of the water and sewer facilities on the property.

SECTION 13.3. *Publication and Distribution of Rules and Regulations.* The Association shall publish the Rules and Regulations as may be promulgated, amended or rescinded by Declarant or the Board of Directors pursuant to this Article 13, and shall mail copies of the Rules and Regulations to all Owners at their last known addresses as shown on the books and records of the Association.

SECTION 13.4. *Residential Use.* All Units shall be used for residential purposes only, except for the construction, development, sales, rental or other activities conducted by Declarant in furtherance of Declarant's business.

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SECTION 13.5. *Use of Recreation Vehicles on the Property.* Recreation vehicles, mobile homes, campers, trailers or similar vehicles shall not be used as residences or stored on any part of the Property for any period of time whatsoever.

SECTION 13.6. *Nuisances.* No Owner or other authorized occupant of any Unit shall cause or permit any unreasonable or obnoxious noises or odors to emanate from, or cause or permit any nuisances, or immoral or illegal activities upon, his Unit or any part of the Property.

SECTION 13.7. *Animals and Pets.* No cat, dog or any other animal shall be allowed to be kept or harbored on the Property without the prior written approval of the Board of Directors or its designated managing agent, which approval may be granted or denied at the sole discretion of the Board. The Board is authorized to promulgate rules and regulations regarding the keeping or harboring of pets. No pet exceeding the weight limit of sixty (60) pounds shall be kept or harbored in any area within the Property. The Board or management office shall have the right to require to be removed from the Unit any pet that causes any unreasonable source of annoyance to any Owner or tenant, or if this provision or any Rules and Regulations promulgated pursuant hereto are violated with respect to the pet.

SECTION 13.8. *Clothes Lines.* Outdoor clothes lines and outdoor clothes drying are expressly prohibited on any part of the Property.

SECTION 13.9. *Parking Limitations.* Notwithstanding anything to the contrary contained in this Amended Declaration, no parking space or any part of the Property shall be used for the parking or storage of recreation vehicles, mobile homes, campers, trailers, boats, or commercial vehicles, except for deliveries, without the prior written consent of the Board of Directors.

SECTION 13.10. *Signs.* No signs of any kind shall be displayed in public view on any Unit, except such sign deemed necessary by Declarant, its successors and assigns, or its designees, in the construction, development, sale and leasing operations of Declarant.

SECTION 13.11. *Antennas, Aerials and Satellite Dishes.* No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or exterior of any Unit, nor shall any Owner place or cause to be placed any antenna, aerial or satellite dish upon any part of the Property.

SECTION 13.12. *Trade, Business or Profession.* No Owner or other authorized occupant of any Unit may conduct or carry on any trade, business, profession or other type of commercial activity in any Unit or otherwise upon the Property.

SECTION 13.13. *Declarant Exempt.* Declarant shall be exempt from the terms and provisions of this Article 13.

ARTICLE 14

MORTGAGEES' RIGHTS AND PROTECTIONS

SECTION 14.1. *Mortgagee Protection Clause.* Any breach of the restrictions, covenants, easements, and conditions contained in this Amended Declaration shall in no manner impair the lien of any purchase money mortgage made in good faith and for value on the Property or any portion thereof.

SECTION 14.2. *Mortgagee's Rights.* Upon written request to the Association, identifying the name and address of an Institutional Mortgagee, and setting forth the applicable legal description or address of the subject property, the Institutional Mortgagee shall be entitled to timely written notice of:

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(a) Any condemnation loss or any casualty loss affecting a material portion of the Property or any individual Unit on which that Institutional Mortgagee holds a first mortgage;

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(b) Any delinquency remaining uncured for a period of sixty (60) days in the payment of assessments or charges owed by any individual Owner subject to a first mortgage held by the Institutional Mortgagee; and

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE 15

GENERAL PROVISIONS

SECTION 15.1. *Captions and Headings.* The captions and headings pertaining to the articles and paragraphs contained in this Amended Declaration are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions in this Amended Declaration.

SECTION 15.2. *Severability.* If any of the terms or provisions contained in this Amended Declaration shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Amended Declaration and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Amended Declaration.

SECTION 15.3. *Number and Gender.* Whenever used in this Amended Declaration, the singular number shall include the plural, the plural number shall include the singular and the use of any one gender shall be applicable to all genders.

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SECTION 15.4. *Conflicting Provisions.* If there is any conflict between the Articles and this Amended Declaration, the terms and provisions of this Amended Declaration shall control, and if there is any conflict between the Bylaws and this Amended Declaration, the terms and provisions of this Amended Declaration shall control. If there is any conflict between the restrictions recorded in O.R. Book 588, Pages 1872 and 1879, Public Records of Citrus County, Florida and this Amended Declaration, the Amended Declaration shall control.

IN WITNESS WHEREOF, this Amended Declaration of Restrictions, Covenants, Easements and Conditions of Meadows Subdivision has been executed on behalf of the Association and Declarants on this 5th day of November 1998.

Declarant:

MEADOWS OF CITRUS COUNTY, INC.,
a Florida corporation

Mari Stevens
WITNESS

BY: Jerald Lafond
JERALD LAFOND

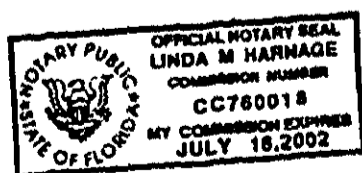
Linda Byers
WITNESS

Its: President

State of Florida)
County of Citrus)

Before me personally appeared JERALD LAFOND, as President of The Meadows of Citrus County, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument on behalf of The Meadows of Citrus County, Inc., for the purpose therein expressed.

WITNESS my hand and official seal this 5th day of November 1998.



Linda M. Harnage
Notary Public, State and
County aforesaid

My commission expires:

Declarant:

THE MEADOWS UTILITY, INC.,
a Florida corporation

BY: Jerald Lafond
JERALD LAFOND

Its: President

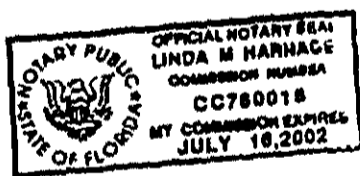
Mari Stevens
WITNESS

Ginda Byers
WITNESS

State of Florida)
County of Citrus)

Before me personally appeared JERALD LAFOND, as President of The Meadows Utility, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument on behalf of The Meadows Utility, Inc., for the purpose therein expressed.

WITNESS my hand and official seal this 5th day of November 1998.



Linda M. Harnage
Notary Public, State and
County aforesaid

My commission expires:

Association:

MEADOWS OF CITRUS COUNTY
HOMEOWNERS' ASSOCIATION, INC.
a Florida not for profit corporation

BY: Jerald Lafond
JERALD LAFOND

Its: President

Mari Stevens
WITNESS

Ginda Byers
WITNESS

State of Florida)
County of Citrus)

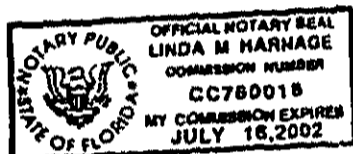
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Before me personally appeared JERALD LAFOND, as President of The Meadows of Citrus County Homeowners' Association, Inc., a Florida not for profit corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument on behalf of The Meadows of Citrus County Homeowners' Association, Inc., for the purpose therein expressed.

WITNESS my hand and official seal this 5th day of November, 1998.

Linda M. Harnage
Notary Public, State and
County aforesaid



My commission expires:

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EXHIBIT "A"

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PROXY

The undersigned, as owners of Lot(s) 11 in the Meadows Subdivision a/k/a Dexter Park Villas, appoints The Meadows of Citrus County, Inc., of _____, as proxy to take any action as an owner held between the date of this proxy and January 1, 1999, unless sooner revoked in writing by the undersigned, with full power to vote and act for the undersigned, with full power to appoint a substitute proxy to vote and act for the undersigned, and with full power to revoke the appointment of any substitute proxy.

DATED 11-4-98

Rose M. Daddere

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me on this 4 day of Nov., 1998, by Rose M. Daddere, who is personally known by me or produced personally known as identification and who did/did not take an oath.

Sue Miller
NOTARY PUBLIC

Sue Miller
Notary Public, State of Florida
My Commission Expires June 26, 2002
Commission No. CC 743359

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PROXY

The undersigned, as owners of Lot(s) 5 in the Meadows Subdivision a/k/a Dexter Park Villas, appoints The Meadows of Citrus County, Inc., of _____, as proxy to take any action as an owner held between the date of this proxy and January 1, 1999, unless sooner revoked in writing by the undersigned, with full power to vote and act for the undersigned, with full power to appoint a substitute proxy to vote and act for the undersigned, and with full power to revoke the appointment of any substitute proxy.

DATED 11-4-98.

Darlene R Craig

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me on this 4 day of Nov, 1998, by Darlene R Craig, who is personally known by me or produced personally known as identification and who did/did not take an oath.

Sue Miller
NOTARY PUBLIC

Sue Miller
Notary Public, State of Florida
My Commission Expires June 26, 2002
Commission No. CC 743359

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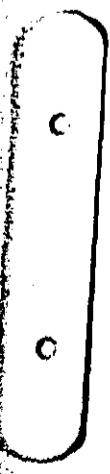


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EXHIBIT "B"

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FED

IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT IN AND FOR CITRUS
COUNTY STATE OF FLORIDA

DENNIS JONES,
Plaintiff

Case Number: 96-2843-CA

VS.

THE MEADOWS OF CITRUS COUNTY, INC.,
a Florida Corporation; MILDRED E. WILSON,
as Successor Trustee of the certain Land Trust
Agreement dated October 8, 1980; and MEADOWS
UTILITY COMPANY, INC., a Florida Corporation,
FRED J. COLIBROOKE, MICHAEL DiSANZA,
and MARK PULLEN
Defendants

ORDER DENYING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY

JUDGMENT

THIS CAUSE came on to be heard upon the Plaintiff's Motion for Partial
Summary Judgment which was filed on April 28, 1998, and this Court having considered
the Plaintiff's motion, the Memorandum of Law in Support of Plaintiff's Motion for
Partial Summary Judgment, the Defendants' Memorandum in Opposition to the
Plaintiff's Motion for Partial Summary Judgment, and the pleadings, depositions, and the
affidavits filed by the parties, this Court finds as follows:

1. The motion for partial summary judgment is directed to the first two
counts in Plaintiff's Second Amended Complaint. These counts seek a declaration that
invalidates certain transfers of property made by and between the Defendants to certain
portions of the "common elements" in an unrecorded subdivision known as "Dexter Park
Villas".

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2. Plaintiff alleges in Count I of his complaint that the transfers of any land constituting the "common elements" of the subdivision by Defendant, Mildred E. Wilson, as Successor Trustee, to The Meadows of Citrus County, Inc., and Meadows Utility Company, Inc., were invalid because Plaintiff holds an undivided 1/153rd interest in the "common elements" property. Plaintiff alleges that his interest in the "common elements" property was granted to him when he received a deed which incorporated the "Planned Residential Development Common Elements: Regulations, Easements, Restrictions and Use Agreement" ("Use Agreement") for Dexter Park Villas, which Use Agreement was recorded in the public records of Citrus County, Florida. Because Plaintiff was not included in the Defendants' transfers of the "common elements", he argues that the transfers violate the Use Agreement and are void.

3. Count II alleges that a subsequent transfer of a portion of the "common elements" property from The Meadows of Citrus County, Inc., to the remaining Defendants was similarly flawed because Plaintiff was not a party to that transfer.

4. There is currently pending before this Court a companion case filed by the Defendants herein, The Meadows of Citrus County, Inc., and Meadows Utility Company, Inc., Colebrooke, DiSanza, and Pullen, under case number 97-1335-CA. In that action the Defendants seek to declare that the Use Agreement is an illegal restraint on alienation which is void under Florida law. The Plaintiff herein has filed a similar motion for partial summary judgment in that action.

5. The Use Agreement prohibits transfer of a lot owner's interest in the common elements, except as part of a transfer of the lot owner's title. The Plaintiff

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asserts that this restriction will last only for 25 years and can be amended by 60% of the property owners. However, in their affirmative defenses, the Defendants argue that the Use Agreement is an illegal covenant running with the land, is permanent in nature, and cannot be so modified by a majority of the lot owners.

6. Determination of the nature of a restraint on alienation is generally based on the factual issues surrounding the effect, duration, and limitations created by the particular restraint Metropolitan Dade County v. Sunlink, 642 So.2d 551 (Fla. 3rd DCA 1992)(en banc opinion).


7. The test to determine the validity of a restraint on alienation is set forth in Seagate Condominium Ass'n. v. Duffy, 330 So.2d 484 (Fla. 4th DCA 1976), and is, again, an issue of the fact surrounding the creation and impact of the restraint.

8. The Plaintiff has failed to show that there remain no genuine issues of material fact which entitled the Plaintiff to a summary judgment on Counts I and II of his Second Amended Complaint. The Plaintiff has not overcome the affirmative defenses raised by the Defendants as to the legality of the restraint. The affidavits filed by both parties conflict as to the nature and effect of the alleged restraint, therefore requiring a denial of the motion for partial summary judgment. It is thereupon

ORDERED AND ADJUDGED that the Plaintiff's Motion for Partial Summary Judgment as to Count I and II is denied.

DONE AND ORDERED in chambers in Inverness, Citrus County, Florida, this

12 day of June, 1998.



PATRICIA THOMAS
CIRCUIT COURT JUDGE

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Denying Plaintiffs' Motion for Partial Summary Judgment in Case Number 96-2843-CA has been served on the below-named individuals by United States Mail, first class postage pre-paid, in hand delivery, or courthouse mailbox on the 17 day of June, 1998

BETTY STRIFLER
Clerk of Court

[Signature]
~~Deputy Clerk~~ / Judicial Assistant

cc:
Karen O. Gaffney, Esquire
Courthouse Mailbox

Kevin K. Dixon, Esquire
Courthouse Mailbox

James Neal, Esquire
Courthouse Mailbox

R. Wesley Bradshaw
Courthouse Mailbox

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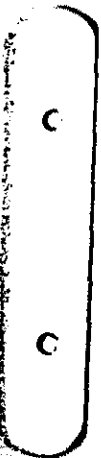
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EXHIBIT "C"

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LESS AND EXCEPT:

Commence at the corner of the North 1/2 of the West 1/4 of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, Citrus County, Florida thence North 00° 32' 52" East, 211.45 feet, thence South 89° 21' 42" East, 103.63 feet thence North 00° 34' 12" East, 32.00 feet along the South right-of-way line of West Blackbird Lane (30' wide), 5.89° 21' 42" east, 185.00' from the Point of Beginning, thence N. 00° 38' 18" E. 10.00', thence S. 89° 21' 42" E. 10.00', thence S. 00° 34' 12" W. 10.00', thence N. 89° 21' 42" W. 10.00' to Point of Beginning.

LESS AND EXCEPT:

Commence at the SW corner of the E 3/4 of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, Citrus County, Florida; thence N 00° 34' 12" E along the East line of the W 1/4 of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 192.75'; thence S 89° 26' 35" E a distance of 540'; thence N 00° 34' 12" E a distance of 100' to the POINT OF BEGINNING; thence continue N 00° 34' 12" E a distance of 93.82'; thence S 89° 19' 48" E a distance of 40'; thence N 00° 34' 12" E a distance of 65'; thence S 89° 19' 48" E a distance of 62'; thence N 00° 34' 12" E a distance of 80'; thence S 89° 19' 48" E a distance of 400'; thence S 00° 34' 12" W a distance of 237.85'; thence N 89° 26' 35" W a distance of 502' to the Point of Beginning.

LESS AND EXCEPT:

Commence at the SW corner of the E 3/4 of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, Citrus County, Florida; thence N 00° 34' 12" E along the East line of the W 1/4 a distance of 192.75'; thence S 89° 26' 35" E a distance of 30' to the POINT OF BEGINNING; thence continue S 89° 26' 35" E a distance of 170'; thence N 00° 34' 12" E a distance of 227.25'; thence W 89° 21' 42" W a distance of 170'; thence S 00° 34' 12" W a distance of 227.49' to the Point of Beginning.

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Commence at the SE Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence N 89° 17' 53" W along the South line of said Section 24 a distance of 999.93 feet to the SW Corner of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24, thence N 0° 34' 12" E along said West line 57.75 feet to the Point of Beginning, thence continue N 0° 34' 12" E along said West line 848.51 feet, thence N 89° 21' 42" W 230.0 feet, thence N 0° 34' 12" E 284.0 feet, thence N 89° 21' 42" W 103.74 feet, thence N 0° 32' 53" E 30.0 feet, thence S 89° 21' 42" E 1335.11 feet to the West line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 38' 08" W 30.0 feet, thence N 89° 21' 42" W 1201.32 feet, thence S 0° 34' 12" W 254.0 feet, thence S 89° 21' 42" E 200.0 feet, thence N 0° 34' 12" E 254.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 997.49 feet, thence S 89° 26' 35" E 480.0 feet, thence N 0° 34' 12" E 226.81 feet, thence N 89° 21' 42" W 480.0 feet, thence N 0° 34' 12" E 30.0 feet, thence S 89° 21' 42" E 225.0 feet, thence N 0° 34' 12" E 740.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 740.0 feet, thence S 89° 21' 42" E 225.0 feet, thence N 0° 34' 12" E 740.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 527.94 feet, thence S 89° 19' 48" E 200.0 feet, thence N 0° 34' 12" E 528.05 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 528.05 feet, thence S 89° 19' 48" E 200.72 feet, thence N 0° 38' 08" E 528.17 feet, thence S 89° 21' 42" E 30.0 feet to the West line of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 38' 08" W along said West line 528.19 feet to the South line of the North 1/2 of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 89° 19' 48" E along said South line 332.95 feet to the NE Corner of the South 1/2 of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 36' 22" W along the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 30.0 feet, thence N 89° 19' 48" W 791.66 feet, thence S 0° 34' 12" W 438.83 feet, thence S 89° 26' 35" E 751.46 feet, thence N 0° 36' 22" E 437.33 feet, thence S 89° 19' 48" E 30.0 feet, thence S 0° 36' 22" W along said West line 572.27 feet, thence N 89° 26' 35" W 40.0 feet, thence N 0° 36' 22" E 105.0 feet, thence N 89° 26' 35" W 1253.16 feet, thence S 0° 34' 12" W 105.0 feet, thence N 89° 26' 35" W 40.0 feet to the Point of Beginning.

Commence at the SW Corner of the West 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 17' 53" E along the South line of said Section 24 a distance of 333.32 feet to the SE Corner of the W 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence N 0° 36' 22" E along the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 376.12 feet, thence N 89° 26' 35" W 30.0 feet to the Point of Beginning, thence N 0° 36' 22" E parallel to the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 157.33 feet, thence N 89° 19' 48" W 661.59 feet, thence S 0° 34' 12" W 80.0 feet, thence N 89° 19' 48" W 102.0 feet, thence S 0° 34' 12" W 158.83 feet, thence S 89° 26' 35" E 662.0 feet, thence N 0° 34' 12" E 80.0 feet, thence S 89° 26' 35" E 101.48 feet to the Point of Beginning.

EXCEPT Commence at the SW Corner of the West 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 17' 53" E along the South line of said Section 24 a distance of 333.32 feet to the SE Corner of the W 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence N 0° 36' 22" E along the East line of the West 1/2 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 376.12 feet, thence N 89° 26' 35" W 30.0 feet to the Point of Beginning, thence N 0° 36' 22" E parallel to the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 157.33 feet, thence N 89° 19' 48" W 101.59 feet, thence S 0° 34' 12" W 157.53 feet, thence S 89° 26' 35" E 101.48 feet to the Point of Beginning.

Begin at the NW Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 21' 42" E along the North line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 62.27 feet, thence S 0° 38' 08" W 105.0 feet, thence N 89° 21' 42" W parallel to said North line 62.11 feet, thence N 0° 32' 52" E along the West line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 105.0 feet to the Point of Beginning.

Commence at the SE Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence N 89° 17' 53" W along the South line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 999.93 feet to the SW Corner of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24, thence N 0° 34' 12" E along said West line a distance of 192.75 feet, thence S 89° 26' 35" E 30.0 feet to the Point of Beginning, thence continue S 89° 26' 35" E 170.0 feet, thence N 0° 34' 12" E parallel to the West line of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 227.27 feet, thence N 89° 21' 42" W 170.0 feet, thence S 0° 34' 12" W parallel to said West line 227.53 feet to the Point of Beginning.

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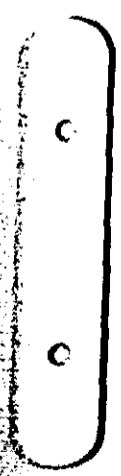
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EXHIBIT "D"

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The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; and the Southeast 1/4 of the Southwest 1/4 EXCEPT the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 EXCEPT lands conveyed to Citrus County, a Political Subdivision of the State of Florida, in Official Record Book 554 page 567, public records of Citrus County, Florida. All lying or being in Section 24, Township 19 South, Range 17 East.

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