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THE COUNTY OF HERNANDO, FLORIDA

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VERIFIED BY:
[Signature] D.C.

This document prepared by,
and should be returned to:
Eric D. Abel, General Counsel
Citrus Hills Investment Properties
2450 N. Citrus Hills Blvd.
Hernando, Florida 34442

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
A PORTION OF CITRUS HILLS FIRST ADDITION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR A PORTION OF CITRUS HILLS FIRST ADDITION ("Declaration") is made and entered into this 17th day of June, 1999, by Citrus Hills Investment Properties, a Florida general partnership, its successors and assigns ("Developer"), with a mailing address of 2450 N. Citrus Hills Blvd., Hernando, Florida, 34442, for Developer's benefit and for the benefit of its successors, assigns and mortgagees of the "Property."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to allow the construction and operation of a church, and ancillary uses thereto;

WHEREAS, Developer desires to ensure the attractiveness of the individual lots and facilities within and near the Property and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of said Property and area, and to provide for the maintenance of said Property at a level of attractiveness satisfactory to Developer; and, to this end, desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said Property, each owner of any interest thereof, and for the Developer, its successors and assigns;

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Property and to ensure the Developer's, its successors' and assigns', and interest owners' enjoyment of the specific rights and privileges in the surrounding area and community properties and facilities.

NOW, THEREFORE, the Developer hereby declares that the Property identified in Article II hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Declaration" means this Declaration, as from time to time amended.

Section 2. "Developer" means Citrus Hills Investment Properties, a Florida general partnership, its successors and assigns.

Section 3. "Improvement" means any and all structures of every kind and description, including, without limitation, all fixtures, buildings, equipment, walls, fences, signs, pavings, patios,

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screen enclosures or screening of any type, sewers, drains, disposal systems, irrigation systems, driveways, sidewalks, decorative devices, plantings, landscaping, landscape devices, or objects, statues, figurines, fountains, and all other types improvements, regardless of whether or not the purpose thereof is purely decorative or otherwise, of whatever nature and kind, and any and all additions, alterations, modifications, deletions, removals and changes thereto or thereof, now or hereafter located or situated on or within the Property.

Section 4. "Owner" means any person or entity who from time to time holds record title to any of the Property. If more than one person holds such title, all such persons are Owners, jointly and severally.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Property.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Citrus, State of Florida, and is more particularly described as:

Lot 20, Block 10, CITRUS HILLS FIRST ADDITION, according to the plat thereof in Official Plat Book 9, Pages 73 through 83, Public Records of Citrus County, Florida, together with any additions thereto made subject to this Declaration less any deletions therefrom pursuant to this Declaration shall hereinafter be referred to as the "Property".

Section 2. **Covenants, Restrictions and Easements.** The following provisions shall also apply to the use of the Property:

(a) **General Restrictions.** The following easements and restrictive covenants are easements and covenants running with the land and are binding upon all Owners, their successors and assigns:

(i) The Property, and all its portions, shall not be used for any purpose except as a church, and the necessary appurtenances thereof; no other trade, business, profession, or other type of commercial activity shall be carried on upon any portion of the Property without the express written consent of the Developer;

(ii) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Property except such as are required for normal church use and same shall be kept within the Improvements constructed on said Property;

(iii) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time, temporarily or permanently, except that the Owner may place any type of temporary structure on the Property at any time to aid in its construction;

(iv) No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the applicable ordinances of Citrus County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition;

(v) No television, radio, or other satellite dish, or other communication device or antenna(e) of any type or nature whatsoever shall be located upon the exterior of any Improvement, or shall be located anywhere on the Property, except as may be specifically authorized by the Developer;

(vi) No sign of any kind shall be displayed to the public view on any portion of the Property except in connection with the advertising of church services on the Property. No

flashing sign, portable sign, or sign containing exposed tubing or lighting elements whatsoever may be placed or maintained on the Property;

(vii) The Owner or Owners of the Property, or any portion thereof, shall maintain any Improvement at all times in a manner as to prevent the Improvement from becoming unsightly by reason of unattractive growth or accumulation of rubbish or debris thereon, or unsightly condition of Improvements. No Improvement shall be permitted by its Owner, Lessee or Licensee to fall into disrepair, and shall at all times be kept in good condition and repair and adequately painted or otherwise finished. All landscaping on the Property shall be properly irrigated, fertilized and kept free of pests.

(b) Access by Developer. The officers, employees, or designated agents of the Developer have a right of entry onto the exterior of the Property to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration, including, without limitation, the right to make any and all corrections or improvements in landscaping and maintenance at the expense of the Owner of the offending Property. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any Improvement, other than as members of the public, upon the Property may not be made without the consent of its Owner for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(c) Easements Reserved to Developer. Developer hereby reserves unto itself, and its successors and assigns, 1) non-exclusive easements over, under, upon, and through, 2) as well as the right to grant easements over, under, upon and through, the Property for the purposes of access to, constructing or maintaining utility services and cable television services, to or across, or providing drainage to or from the Property, or any other Property adjacent to the Property, provided that any such easements shall not materially interfere with an Owner's permitted and reasonable use of such Owner's Property.

ARTICLE III: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Approval of Plans and Architectural Control. For the purpose of further ensuring the maintenance of the Property as an area of highest quality and standard, and in order that all improvements on the Property shall present an attractive and pleasing appearance from all sides of view, the Developer shall have the exclusive power and discretion to control and approve the construction, remodeling, or addition to the Improvements, on the Property in the manner and to the extent set forth herein. No Improvement, regardless of size or purpose, whether attached to or detached, shall be commenced, placed, erected or allowed to remain on the Property, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, or shall any change in the landscaping, elevation or surface contour of the Property be made unless and until building plans and specifications covering same, showing such information as may be required by the Developer have been submitted to and approved in writing by the Developer. The Developer may require that all architectural, remodeling and landscape plans be accompanied by site plans which show intended work in relation to the Property boundary lines and also locates the Improvements on each side of the Improvements under consideration. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of property in the area. In the event the Developer rejects such plans and specifications as submitted, the Developer shall so inform the Owner in writing stating with reasonable detail the reason(s) for disapproval. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the

proposed construction, the materials of which the same are proposed to be built, the portion of Property upon which it is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring property. In addition, there shall be submitted to the Developer for approval such samples of building materials proposed to be used as the Developer shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one (1) complete set of plans and specifications must be submitted to the Developer. Upon giving written approval, construction shall be started and pursued to completion promptly and in strict conformity with such plans and specifications. The Developer shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost.

All structures must be built to comply substantially with the plans and specifications as approved by the Developer.

Section 2. Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement, or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Developer to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Developer with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Developer.

Section 3. No Liability. Notwithstanding anything contained herein to the contrary, the Developer shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any Improvement. Furthermore, the approval of any plans or specifications or any Improvement shall not be deemed to be a determination or warranty that such plans or specifications or Improvements are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Developer shall not be liable for any defect of deficiency in such plans or specifications or Improvement, or any injury resulting therefrom.

ARTICLE IV: ADDITIONS OR DELETIONS OF PROPERTY

Section 1.

(a) General Land Plan. The present general plan of development for the Property shall not bind the Developer to make any additions to the Property or adhere to the general plan of development. Such general plan of development may be amended or modified by the Developer, in whole part, at any time, or discontinued. As used herein, the term "General Land Plan", or words to that effect, shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

(b) Deletions from the Property. Only the Developer may delete and withdraw a portion of the Property from being subject to this Declaration.

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Section 2. Procedure for Making Deletions from the Property. Deletions from the Property may be made, and thereby become free from this Declaration by, and only by, the following procedure:

(a) The Developer may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Such supplement need only be executed by the Developer and shall not require the joinder and consent of any Owner.

(b) Nothing contained in this Article shall obligate the Developer to make deletions from the Property.

ARTICLE V: MAINTENANCE OF IMPROVEMENTS ON THE PROPERTY

Section 1. Owners. Each Owner shall be responsible for the maintenance, repair and replacement of all Improvements on his Property.

Section 2. Failure to Maintain. In the event an Owner shall fail to maintain or repair his Property or the Improvements thereon, if any, within ten (10) days of written notice of same from the Developer, then the Developer shall have the right, but not the obligation, through its agents and employees, to enter upon said Property and to repair, maintain, and restore the Property and any Improvements. The cost of same shall become an assessment on the subject portion(s) of Property, and said cost shall be a lien upon said portion of Property.

ARTICLE VI: COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. Each Owner of any portion of the Property by acceptance of a deed to such Property whether or not it is so expressed in such deed, is deemed to covenant to pay to the Developer Specific Assessments, as defined in Section 2 of this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Property against which each assessment is made as provided in this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Property when such assessment became due.

Section 2. Specific Assessments. Any and all accrued indebtedness of any Owner to the Developer arising under any provision of this Declaration may be assessed by the Developer against such Owner's Property after such Owner fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice.

Section 3. Lien for Assessment. All sums assessed to any Property, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Property in favor of the Developer. The Developer may from time to time record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Developer's lien.

Section 4. Certificate. Upon demand, the Developer will furnish to any interested person a certificate signed by an official of the Developer setting forth whether all Assessments against a specific parcel of the Property have been paid and, if not, the unpaid balance.

Section 5. **Remedies.** Any assessment not paid within fifteen (15) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Developer may bring an action in any court of competent jurisdiction, at law or in equity, against the Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Property. No Owner may waive or otherwise escape liability for the Developer's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Developer's lien or its priority.

Section 6. **Foreclosure.** The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Developer any assessments against the Property that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Owner's title is divested by foreclosure. The Developer has the right and power to bid at the foreclosure or other legal sale to acquire the Property foreclosed, or to acquire such Property by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Property as its owner. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgement against the Owner for such deficiency.

ARTICLE VII: TERMINATION OF THE DECLARATION

Section 1. **Termination.** At a meeting of all Owners and the Developer called for such purpose, upon the affirmative vote of one hundred percent (100%) of all the Owners and the Developer, the Owners and Developer may elect to terminate this Declaration.

ARTICLE VIII: OPERATION AND ACTION

Section 1. **Operation.** The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.

ARTICLE IX: GENERAL PROVISIONS

Section 1. **Enforcement.** The Developer has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Developer is the prevailing party in any litigation involving this Declaration, the Developer shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Developer is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Owner's Property as a Specific Assessment, as provided in this Declaration. Failure by the Developer to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

Section 2. **Amendment.** Notwithstanding any contrary or limiting provision in this Declaration, for so long as Developer owns any real property within a one (1) mile radius of the

Property, the Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity.

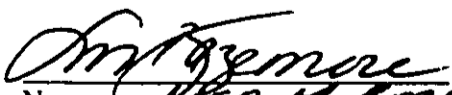
Section 4. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Developer for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years unless the Owners and Developer unanimously decide within six (6) months of such renewal date, not to renew these covenants and restrictions and a certificate executed by the parties certifying to such vote is recorded in the Citrus County public records.

Section 5. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Property" includes any portion applicable to the context, any and all Improvements from time to time situated thereon, and any and all appurtenant rights. This Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property and the surrounding property by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 6. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Declaration may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized agent(s) on the day and year first above-mentioned.


CITRUS HILLS INVESTMENT PROPERTIES
a Florida general partnership


Name: LISA M. BALMORE

By: 
Stephen A. Tamposi
Authorized Agent

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Name: CYNTHIA A. LEACH

By: 
John E. Pastor
Authorized Agent

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Citrus Investment Properties, a Florida general partnership, who is personally known to me.

WITNESS my hand and official seal this 17th day of June 19 99.


Notary Public - State of Florida

