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This document prepared by,
and should be returned to:
Eric D. Abel, General Counsel
Citrus Hills Investment Properties
2476 N. Essex Avenue
Hernando, Florida 34442

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
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**AMENDED AND COMPLETELY RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CERTAIN COMMERCIAL PROPERTIES ALONG CR486**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CERTAIN COMMERCIAL PROPERTIES ALONG CR486 ("Declaration") was originally made effective March 29, 2000, upon its recording in the public records of Citrus County, Florida, by Citrus Hills Investment Properties, a Florida general partnership, its successors and assigns ("Developer"), with a mailing address of 2476 N. Essex Avenue, Hernando, Florida, 34442, for Developer's benefit and for the benefit of owners, successors and assigns of the "Property."

WITNESSETH:

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. "Association" means a 486 Commercial P.O.A., Inc., a Florida not-for-profit corporation, its successors and assigns, to be incorporated in the future by Developer, and which is designated as the property owners association for the Property by Developer, and whose members shall include owners of the Property.

Section 2. "Declaration" means this Declaration, as from time to time amended.

Section 3. "Developer" means Citrus Hills Investment Properties, a Florida general partnership, its successors and assigns.

Section 4. "Improvement" means any and all structures of every kind and description, including, without limitation, all fixtures, buildings, equipment, walls, fences, signs, pavings, patios, 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 5. "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:

see "EXHIBIT A," attached,
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 Property and are binding upon all Owners, their successors and assigns:

(i) 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;

(ii) 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, for a period of more than seven (7) consecutive days, except that the Owner may place any type of temporary structure on the Property at any time to aid in its construction;

(iii) 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;

(iv) 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 reasonably necessary for the operation of Owner's health care/senior residential business (including to provide appropriate service to its residents) on the property described in "Exhibit A-1" attached to this Declaration, or as may be specifically authorized by the Developer;

(v) 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 Owner's 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;

(vi) 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) Specific Restrictions.

(i) The following easements and restrictive covenants are easements and covenants running only with the property described in "Exhibit A-1" attached to this Declaration:

a) said property shall not be used for any purpose except as a nursing home and/or an assisted care living facility, 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; and,

- b) notwithstanding the General Restrictions herein, said property shall be allowed to locate a television, radio, or other satellite

dish, or other communication device or antenna(c) upon the exterior of any Improvement, or anywhere on said property as may be reasonably necessary for the operation of its owner's health care/senior residential business (including to provide appropriate service to its residents), as may be specifically authorized by the Developer.

(ii) The following easements and restrictive covenants are additional easements and covenants running only with the property described in "Exhibit A-2" attached to this Declaration: said property shall not be used for any purpose except as an office for provision of only bookkeeping, legal and financial services.

(iii) The following easements and restrictive covenants are additional easements and covenants running only with the property described in "Exhibit A-3" attached to this Declaration: For a period of five (5) years from the date of first recording of this amended and restated declaration, said property shall not be used for any of the following purposes: the conducting of the business of real estate broker or salesperson, builder, contractor or construction business, repairs or renovators to real property and improvements, advertising of land, homes or any business or profession directly or indirectly competitive in any manner whatsoever to that of the Developer or its affiliated entities which are in the business of construction, and marketing and selling of real property and/or homes. Thereafter, this specific use restriction shall automatically terminate and no longer apply.

(c) 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 but consistent with these Restrictive Covenants, the right to make any and all corrections or improvements in landscaping upkeep 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.

(d) 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 and provided further, that Developer shall at its expense repair/replace any damage caused thereby. Developer shall not place install or maintain any above-ground utilities.

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 has a recognized interest in the construction, remodeling, or addition to the Improvements, on the Property in the manner and to the extent set forth herein. Unless pre-approval has been granted in writing and Improvements are thereafter made in substantial compliance with such pre-approval, 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 shall have the absolute and exclusive right to refuse to approve any unregulated 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 plans, the Developer may take into consideration the suitability and desirability of the proposed Improvements and the effect and appearance of such Improvements as viewed from neighboring property.

Improvements made on the property described in "Exhibit A-1" attached, in substantial compliance with applicable regulatory requirements for Owner's licensed/certified health care/senior residential facilities shall be deemed automatically pre-approved by Developer so long as Owner holds a current license/certification therefor.

All structures must be built to comply substantially with the plans and specifications as approved or as pre-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 (including without limitation those governmental authorities applicable to the health care and/or senior residential license/certification applicable to the property described in "Exhibit A" attached), and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Upon request, Owner shall provide the Developer with a copy of Owner's licenses/certifications applicable to the Property (including Improvements) or, in the case of local building permits, shall provide the Developer with written evidence from the controlling governmental authority that such permit either will or 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 or deficiency in such plans or specifications or Improvement, or any injury resulting therefrom.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Assessments Established. Each Owner of any parcel of Property by acceptance of a deed to such parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- A. General Assessments, as defined in Section 2 of this Article; and
- B. Special Assessments, as defined in Section 5 of this Article; and
- C. All taxes, if any, that from time to time as may be imposed upon all or any portion of the Assessments established by 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 parcel against which each assessment is made. 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 parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Declaration as "Assessment."

Section 2. Purpose of Assessments; General Assessments. The assessments levied by the Association must be used exclusively to promote the recreation, health, safety, common good and welfare of the Owners, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, and/or the Articles and By-Laws of the Association. The Association may levy an annual (or monthly) general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association, as set forth in this Declaration.

Section 3. Initial General Assessment. The initial General Assessment shall be established by the Developer, based upon an annual budget by the Developer. The initial General Assessment will remain in effect until a different General Assessment is determined as provided in Section 4 of this Article.

Section 4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be levied against each Owner by the board of directors of the Association (the "Board"), and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the General Assessment. The General Assessment shall be based upon the annual budget adopted by the Board of Directors. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the respective General Assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board of Directors may determine the period for which the General Assessment applies and may provide that the General Assessment may be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable discretion of the Board of Directors. In any event, the Board of Directors shall fix the date(s) that the General Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified General Assessment in conformity therewith. If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred twenty-five percent (125%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of parcels representing at least ten percent (10%) of the votes of the entire membership of the Association shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Association member. At the special meeting, the members shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. If such a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment, (except with regard to the initial General Assessment), prior to the beginning of the new fiscal year, the budget and the General Assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and General Assessment is adopted.

Section 5. Special Assessments. In addition to the General Assessment, the Association may levy against each Owner in any fiscal year special assessments ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

The property described in "Exhibit A-3" attached to this Declaration shall pay a special assessment directly to Brentwood Farms Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, on or before January 31 of every year for so long as the owner of said property, its guests, invitees, and customers utilize the N. Brentwood Circle entrance for ingress and egress to said property. The amount of the special assessment shall be the equivalent of two (2) annual assessments charged to residential units, as determined by Brentwood Farms Property Owners Association, Inc., its successors and assigns.

Section 6. No Assessments for Common Property. The assessments provided for or created by this Article shall not apply to the Common Property of this Association or any other property dedicated to and accepted for maintenance by a public or governmental authority.

Section 7. Commencement of General Assessment. Payment of the General Assessment as to each parcel commences on the first day of the month following the establishment of the General Assessment by the Association.

Section 8. Lien for Assessment. All sums assessed to any parcel together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such parcel in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any purchase money mortgage encumbering such parcel provided such lien must be recorded prior to the recording of Notice of Lien by the Association for assessments. Except for liens for all sums validly secured by any such mortgage, all other lienors acquiring liens on any parcel after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors or either, of the existence of the Association's lien and its priority. The Association from time to time may 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 Association's lien.

Section 9. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment, and any Special Assessment against a specific parcel have been paid and, if not, the unpaid balance(s).

Section 10. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. In addition, a late fee of \$15.00 shall be imposed for any assessment not paid within ten (10) days after its due date. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's parcel. No Owner may waive or otherwise escape liability for the Association'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 Association's lien or its priority.

Section 11. 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 Association any assessments against the parcel 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 Association has the right and power to bid at the foreclosure or other legal sale to acquire the parcel foreclosed, or to acquire such parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 12. Subordination of Lien. Except where a Notice of Lien has been recorded in the public records prior to the recording of a valid First Mortgage, the lien for any assessment provided in this Article is subordinate to the lien of any such First Mortgage. Sales or transfer of any parcel does not affect the assessment lien. The Association may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the parcel. Any

lienholder holding a lien on a parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 13. Homesteads. By acceptance of a deed to any parcel, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and the Association's lien has priority over any such homestead, and rights of homestead.

Section 14. Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such service charge or fee incurred.

ARTICLE V: 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.

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 VI: MAINTENANCE OF IMPROVEMENTS ON THE PROPERTY

Section 1. Owners. Each Owner shall be responsible for the maintenance, repair and replacement of all Improvements on its 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. Provided, however, that Developer shall not be entitled to assert the foregoing right against the property described in "Exhibit A-1" attached so long as its owner holds a current governmental license/certification to operate a long term health care facility/senior residential facility which regulates the condition in which the owner must maintain the condition of its Property Improvements

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. 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 any portion 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.

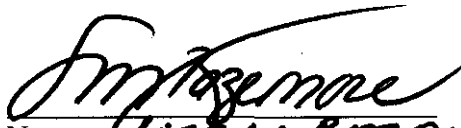
Section 5. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Property" 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.

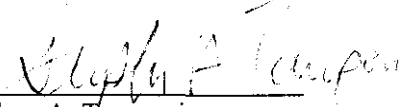
Section 6. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Declaration may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an


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. It is specifically understood, without limitation, that Developer has the right to assign any such rights to the Association.

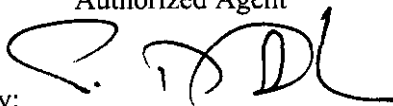
IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized agent(s) on the day and year first above-mentioned.

CITRUS HILLS INVESTMENT PROPERTIES,
a Florida general partnership


Name: STEPHEN A. TAMPOSI

By: 
Stephen A. Tamposi
Authorized Agent


Name: Cathy Rider

By: 
~~John E. Pastor~~ Eric D. Abel
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 ~~Eric D. Abel~~ as Authorized Agents of Citrus Hills Investment Properties, a Florida general partnership, who are personally known to me.

WITNESS my hand and official seal this 23 day of August, 2002.



CATHY RIDER
Notary Public, State of Florida
My Comm. Exp. Apr. 29, 2004
Comm No CC 914010


Cathy Rider
Notary Public

JOINDER

WHEREAS, 486 Commercial P.O.A., Inc., a Florida not-for-profit corporation, is named as the "Association" in the foregoing Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Certain Commercial Properties Along CR486 (herein "Declaration");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, in hand paid, it is agreed:

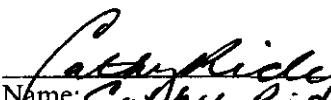
486 Commercial P.O.A., Inc., a Florida not-for-profit corporation, does hereby acknowledge its joinder in the Declaration as amended on this date, and to all terms and provisions of said Declaration, as it may be amended from time to time according to its terms.

IN WITNESS WHEREOF, THE INSTANT DOCUMENT WAS EXECUTED BY 486 Commercial P.O.A., Inc., a Florida not-for-profit corporation, by its authorized agents, who are thereunto duly authorized this 23 day of

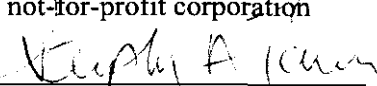
August, 2002.

Signed, sealed and delivered
in the presence of:

WITNESSES:


Name: Cathy Rider

486 Commercial P.O.A., Inc.,
a Florida not-for-profit corporation

By: 
Name: Stephen A. Tamposi
Title: President

Melissa Geer
Name: Melissa Geer

By: Lisa M. Bazemore
Name: Lisa M. Bazemore
Title: Secretary

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 Lisa M. Bazemore, as President and Secretary, respectively, of 486 Commercial P.O.A., Inc., a Florida not-for-profit corporation, who are personally known to me.

WITNESS my hand and official seal this 23 day of August, 2002



CATHY RIDER.
Notary Public, State of Florida
My Comm. Exp. Apr. 29, 2004
Comm No CC 914010

Cathy Rider
Notary Public

JOINDER

WHEREAS, Lexington Greens of Citrus Hills, a Florida general partnership, is the current owner of a portion of the Property, as defined in the foregoing Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Certain Commercial Properties Along CR486 (herein "Declaration");

WHEREAS, Lexington Greens of Citrus Hills desires to submit certain of its real property to the jurisdiction of the Declaration, as reflected therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, in hand paid, it is agreed:

Lexington Greens of Citrus Hills, a Florida general partnership, does hereby acknowledge its joinder in, and submission of certain of its real property, as described in "Exhibit A-2" of the Declaration as amended on this date, to all terms and provisions of said Declaration, as it may be amended from time to time according to its terms.

IN WITNESS WHEREOF, THE INSTANT DOCUMENT WAS EXECUTED BY LEXINGTON GREENS OF CITRUS HILLS, a Florida general partnership, by its authorized agents, who are thereunto duly authorized this 23 day of August, 2002.

Signed, sealed and delivered
in the presence of:

WITNESSES:

LEXINGTON GREENS OF CITRUS HILLS
a Florida general partnership

Melissa Geer
Name: Melissa Geer

By: Stephen A. Tamposi
Name: Stephen A. Tamposi
Title: Authorized Agent

Cathy Rider
Name: Cathy Rider

By: Eric D. Abel
Name: Eric D. Abel
Title: 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 Eric D. Abel, as Authorized Agents of Lexington Greens of Citrus Hills, a Florida general partnership, who are personally known to me.

WITNESS my hand and official seal this 23 day of August, 2002.



CATHY RIDER.
Notary Public, State of Florida
My Comm. Exp. Apr. 29, 2004
Comm No CC 914010

Cathy Rider
Notary Public

(SEAL)

JOINDER

WHEREAS, Brentwood Farms Limited Partnership, a Florida limited partnership, is the current owner of a portion of the Property, as defined in the foregoing Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Certain Commercial Properties Along CR486 (herein "Declaration");

WHEREAS, Brentwood Farms Limited Partnership desires to submit certain of its real property to the jurisdiction of the Declaration, as reflected therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, in hand paid, it is agreed:

Brentwood Farms Limited Partnership, a Florida limited partnership, does hereby acknowledge its joinder in, and submission of certain of its real property, as described in "Exhibit A-3" of the Declaration as amended on this date, to all terms and provisions of said Declaration, as it may be amended from time to time according to its terms.

IN WITNESS WHEREOF, THE INSTANT DOCUMENT WAS EXECUTED BY BRENTWOOD FARMS LIMITED PARTNERSHIP, a Florida limited partnership, by its authorized agents, who are thereunto duly authorized this 23 day of August, 2002.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Melissa Geer
Name: Melissa Geer

Cathy Rider
Name: Cathy Rider

BRENTWOOD FARMS LIMITED PARTNERSHIP
a Florida limited partnership

By: Stephen A. Tamposi
Name: Stephen A. Tamposi
Title: President, 486 Properties, Inc., its general partner

By: Eric D. Abel
Name: Eric D. Abel
Title: Secretary, 486 Properties, Inc., its general partner

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 Eric D. Abel, as President and Secretary, respectively, of 486 properties, Inc., as general partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 23 day of August, 2002.



CATHY RIDER.
Notary Public, State of Florida
My Comm. Exp. Apr. 29, 2004
Comm No CC 914010

Cathy Rider
Notary Public

JOINDER

WHEREAS, 486 Properties, Inc., a Florida corporation, is the current owner of a portion of the Property, as defined in the foregoing Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Certain Commercial Properties Along CR486 (herein "Declaration");

WHEREAS, 486 Properties, Inc. desires to submit certain of its real property to the jurisdiction of the Declaration, as reflected therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, in hand paid, it is agreed:

486 Properties, Inc., a Florida corporation, does hereby acknowledge its joinder in, and submission of certain of its real property, as described in "Exhibit A" of the Declaration as amended on this date, to all terms and provisions of said Declaration, as it may be amended from time to time according to its terms.

IN WITNESS WHEREOF, THE INSTANT DOCUMENT WAS EXECUTED BY 486 PROPERTIES, INC., a Florida corporation, by its authorized agents, who are thereunto duly authorized this 23 day of August, 2002

Signed, sealed and delivered
in the presence of:

WITNESSES:

486 PROPERTIES, INC.
a Florida corporation

Melissa Geer
Name: Melissa Geer

By: Stephen A. Tamposi
Name: Stephen A. Tamposi
Title: President

Cathy Rider
Name: Cathy Rider

By: Eric D. Abel
Name: Eric D. Abel
Title: Secretary

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 Eric D. Abel, as President and Secretary, respectively, of 486 Properties, Inc., a Florida corporation, who are personally known to me.

WITNESS my hand and official seal this 23 day of August, 2002.

(SEAL)



CATHY RIDER.
Notary Public, State of Florida
My Comm. Exp. Apr. 29, 2004
Comm No CC 914010

Cathy Rider
Notary Public

"EXHIBIT A"

Property Subject to Declaration:

Lots 19 through 28, of Block 13, CITRUS HILLS FIRST ADDITION, according to the plat thereof recorded at Plat Book 9, Pages 73 through 83, Public Records of Citrus County, Florida.

AND,

Commence at the southeast corner of the southeast quarter of Section 24, Township 8 South, Range 8 East, said southeast corner being a point on the westerly boundary of Citrus Hills First Addition, as shown on the plat or map recorded in Plat Book 9, pages 73 through 83, Public Records of Citrus County, Florida, and the easterly boundary of Tract B, Hillsides YB as shown on the plat or map recorded in plat book 16, pages 29 through 31, Public Records of Citrus County, Florida, thence N 00°09'52" E along the east line of said Section 24 and along the westerly boundary of said plat of Citrus Hills First Addition a distance of 2621.72 feet to a point on the southerly right of way line of County Road No. 486 (Norval Bryant Highway), 100 feet wide, thence S 89°58'20" W along said southerly right of way line a distance of 415.05 feet to the POINT OF BEGINNING, thence continue S 89°58'20" W along said right of way line a distance of 907.50 feet to the northwest corner of those lands described in Official Record Book 750, page 0930, Public Records of Citrus County, Florida, said point also being on the west line of the W 1/2 of the NE 1/4 of the SE 1/4 of said Section 24, thence S 00°05'49" W along the westerly boundary of said lands a distance of 480.00 feet, thence N 89°58'20" E parallel with and 480.00 feet from when measured at right angles to the southerly right of way line of said County Road No. 486 a distance of 907.50 feet, thence N 00°05'49" E parallel with and 907.50 feet from, when measured at right angles to, the westerly boundary of those lands described in Official Record Book 750, page 0930, Public Records of Citrus County, Florida, a distance of 480.00 feet to the southerly right of way line of County Road No. 486 and the POINT OF BEGINNING.

AND,

Lots 10 and 11, CASA DE SOL, according to the Plat thereof, recorded at Plat Book 12, Page 24, Public Records of Citrus County, Florida.

AND,

A PART OF TRACT 1, BRENTWOOD, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 70 THROUGH 73, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH BRENTWOOD CIRCLE AND BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 9°51'13" AND A CHORD BEARING AND DISTANCE OF S.27°40'37"E 113.37 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.51 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY S.22°45'00"E, A DISTANCE OF 71.10 FEET; THENCE S.66°44'16"W, A DISTANCE OF 449.05 FEET; THENCE N.23°15'44"W, A DISTANCE OF 194.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 1, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2214 FEET, A CENTRAL ANGLE OF 11°25'52" AND A CHORD BEARING AND DISTANCE OF N.67°41'08"E, 440.98 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID TRACT 1 A DISTANCE OF 441.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1.89 ACRES MORE OR LESS, TOGETHER WITH A THIRTY FOOT WIDE NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BEING FIFTEEN FEET LEFT AND FIFTEEN FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE MOST NORTHERLY CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH BRENTWOOD CIRCLE AND BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 9°51'13" AND A CHORD BEARING AND DISTANCE OF S.27°40'37"E, 113.37 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.51 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY S.22°45'00"E, A DISTANCE OF 71.10 FEET; THENCE S.66°44'16"W, A DISTANCE OF 320.01 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE S.22°45'00"E, A DISTANCE OF 417.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 486 AND THE TERMINUS OF SAID CENTERLINE DESCRIPTION.

****Poor Original Quality****

"EXHIBIT A-1"

Nursing Home property:

Commence at the southeast corner of the southeast quarter of Section 24, Township 13 South, Range 13 East, said southeast corner being a point on the westerly boundary of Citrus Hills First Addition, as shown on the plat or map recorded in Plat Book 9, pages 73 through 83, Public Records of Citrus County, Florida, and the easterly boundary of Tract B, Hillsdale Villas as shown on the plat or map recorded in plat book 16, pages 29 through 31, Public Records of Citrus County, Florida, thence N 00°09'52" E along the east line of said Section 24 and along the westerly boundary of said plat of Citrus Hills First addition a distance of 2621.72 feet to a point on the southerly right of way line of County Road No. 486 (Norvell Bryant Highway), 100 feet wide, thence S 89°58'20" W along said southerly right of way line a distance of 45.05 feet to the POINT OF BEGINNING, thence continue S 89°58'20" W along said right of way line a distance of 907.50 feet to the northwest corner of those lands described in Official Record Book 750, page 0930, Public Records of Citrus County, Florida, said point also being on the west line of the W 1/2 of the NE 1/4 of the SE 1/4 of said Section 24, thence S 00°05'49" W along the westerly boundary of said lands a distance of 480.00 feet, thence N 89°58'20" E parallel with and 480.00 feet from when measured at right angles to the southerly right of way line of said County Road No. 486 a distance of 907.50 feet, thence N 00°05'49" E parallel with and 907.50 feet from, when measured at right angles to, the westerly boundary of those lands described in Official Record Book 750, page 0930, Public Records of Citrus County, Florida, a distance of 480.00 feet to the southerly right of way line of County Road No. 486 and the POINT OF BEGINNING.

****Poor Original Quality****

"EXHIBIT A-2"

Property to be used exclusively for Bookkeeping, Legal and Financial Services:

Lots 10 and 11, CASA DE SOL, according to the Plat thereof, recorded at Plat Book 12, Page 24, Public Records of Citrus County, Florida.

"EXHIBIT A-3"

Property to be used exclusively for Storage, Display and Retail Sales of Furnishings for Interior Decorating and Interior Design:

A PART OF TRACT 1, BRENTWOOD, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 70 THROUGH 73, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY, BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH BRENTWOOD CIRCLE AND BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 9°51'13" AND A CHORD BEARING AND DISTANCE OF S.27°40'37"E 113.37 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.51 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY S.22°45'00"E. A DISTANCE OF 71.10 FEET; THENCE S.66°44'16"W. A DISTANCE OF 449.05 FEET; THENCE N.23°15'44"W. A DISTANCE OF 194.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 1, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2214 FEET, A CENTRAL ANGLE OF 11°25'52" AND A CHORD BEARING AND DISTANCE OF N.67°41'08"E. 440.98 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID TRACT 1 A DISTANCE OF 441.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.89 ACRES MORE OR LESS. TOGETHER WITH A THIRTY FOOT WIDE NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BEING FIFTEEN FEET LEFT AND FIFTEEN RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE MOST NORTHERLY CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH BRENTWOOD CIRCLE AND BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 9°51'13" AND A CHORD BEARING AND DISTANCE OF S.27°40'37"E. 113.37 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.51 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY S.22°45'00"E. A DISTANCE OF 71.10 FEET; THENCE S.66°44'16"W. A DISTANCE OF 320.01 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE S.22°45'00"E. A DISTANCE OF 417.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 486 AND THE TERMINUS OF SAID CENTERLINE DESCRIPTION.