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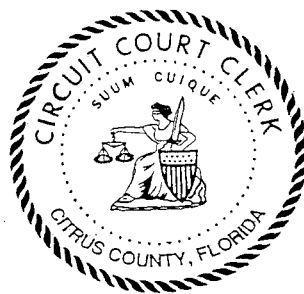
**Betty Strifler
Clerk of the Circuit Court
Citrus County Florida**

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**DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
THE KINGS' FOREST THIRD ADDITION and its REPLAT and FUTURE ADDITIONS
THERE TO, SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST
CITRUS COUNTY, FLORIDA**

DECLARATION ADOPTED

Effective as of its date of recording, this **Declaration**, for *The Kings' Forest Third Addition and its Replat and Future Additions Thereto*, an approved and recorded platted subdivision in Citrus County, Florida, is entered into and adopted by Robert F. MacKeil and Angelina F. Marks, for the **Property** hereinafter described. Robert F. MacKeil and Angelina F. Marks, are general partners whose office is located at 2622 N. Canterbury Lake Drive, Hernando Florida, 34442, (send all correspondence to P.O. Box 358 Hernando FL 34442) and are the **Declarant and Developer**. They may be referred to as either as the context requires or permits.

ARTICLE I RECITALS

WHEREAS, the **Developer** is the **Declarant** and is the sole owner of that certain real property (the **Property**) described as follows;

1. The North 1/2 of the South 3/4 of Section 35, T 18 S, R 19 E, which comprises approximately sixty acres and includes The Kings' Forest Third Addition Replat, the plat of which is hereby incorporated by reference.

2. The South 1/2 of the North 3/4 of Sec. 35, T 18 S, R 19 E, less and except the Citrus County maintained drainage retention area and three previous phases developed by this Developer within this said South 1/2 of the North 3/4, said exceptions being more particularly described as;

A. The Kings' Forest (Queens Ct.), The Kings Forest First Addition (Crown Dr.), and The Kings' Forest Second Addition (Crown Dr.).

B. The description of the drainage area is contained in the drainage plans of the Third Addition. The drainage area has been dedicated to Citrus County for the expressed purpose of serving the now existing subdivision phases as well as other areas of the Developer's property that naturally drain in that direction. Citrus County is responsible for its maintenance. The recorded plats of these phases are hereby incorporated by reference.

WHEREAS, the developer has established, effective Jan. 6, 2006, a Florida non-profit corporation pursuant to F.S. 617, for the purpose of administering, consistent with F.S. 720, a homeowners association, named "The Kings' Forest Homeowners Association Inc". The document number is N06000000223. The Articles of Incorporation are hereby incorporated by reference thereto;

WHEREAS, the **Property** has been surveyed, and subdivided, as to its first phase, by the Developer, into a platted subdivision known as The Kings' Forest Third Addition and a pending partial

replat, which Subdivision has been approved by Citrus County, Florida pursuant to the County's Land Development Code;

WHEREAS, the Developer hereby intends to place covenants, conditions, easements, restrictions, affirmative obligations, charges, and liens (collectively referred to as the **Covenants**) upon the use of each of the parts of the **Property**, for the purpose of enhancing and protecting the value, attractiveness, utility and desirability of the Lots and other Parcels, and in order to keep and maintain the Tracts and the Common and Service Areas in a safe, and usable condition, and to provide for the governance of both the Project and the Property Owners' Association;

PUBLICATION

Now, therefore, the Developer, for itself and its successors, legal representatives, grantees, and assigns, does hereby publish, proclaim, and declare covenants, conditions, easements and restrictions both with regard to and for each and every of the Lots, Parcels, and Tracts in The Kings' Forest Third Addition and its partial replat, and future contiguous additions to this development scheme, as follows;

ARTICLE II IMPOSITION OF COVENANTS

1. Imposition of Covenants. Covenants, Conditions, Easements and Restrictions are hereby imposed on the Lots, Parcels, and Tracts, of the subject development scheme, upon the terms herein set forth and provided in this Declaration.

2. Recitals Incorporated. The above recitals are incorporated herein by reference, and made a part both of this Declaration, and of the covenants imposed hereby.

3. Parcels Subject to Declaration and Covenants. Each and every Lot, Parcel or Tract of The Kings' Forest 3d Add. and its Replat, or subdivided from the Property or contiguous additions thereto, shall hereafter be held, sold, and conveyed or otherwise transferred subject to the Covenants and provisions of this Declaration. This shall be the case, regardless of whether or not the required reference to this Declaration is made in any deed, mortgage, or other document of conveyance relating to any interest in or to the Property or any Parcel thereof.

4. Declaration and Covenants Run with The Land in Perpetuity. Each of the Lots, Parcels, and Tracts subdivided from the Property shall be subject to the provisions and Covenants of this Declaration, in a manner appropriate to the use and location of each. The Declaration and Covenants shall run with the land and shall bind all immediate and remote heirs, successors, and assigns of the Developer (including the Owners, as hereinafter defined, and their respective heirs, successors, and assigns) upon the voluntary or involuntary conveyance or other transfer, by deed, gift, operation of law, or otherwise, of any interest in any Parcel of the Property to any such heir, successor, or assign.

5. Declarations and Covenants Binding on Owners and Others . This Declaration, and each and every of the Covenants hereof, shall be binding on all persons and/or entities at any time having or acquiring any legal and/or equitable right, title, or interest in or to any Parcel of the Property.

6. Exhibits are Part of Declaration . Each and every of the Exhibits, attached hereto or referenced herein, is to be deemed to be a part of this Declaration, and each reference to this Declaration shall be deemed to include a reference to the Exhibits thereto.

7. **Parcels not strictly Residential.** The Developer may, at its discretion, designate certain parcels for uses that are not residential but that will be of benefit to the residential uses of the project. This refers to uses such as recreational facilities, private clubs, etc. No such designation shall be made on a parcel adjacent to a lot that is not owned by the Developer, unless approved by the Lot owner.

ARTICLE III

SCOPE AND NATURE OF THE PROJECT and LEGAL MATTERS

1. **Developer Intent.** The Developer intends to develop the Project area, which now includes approximately eighty acres, as a phased residential subdivision, and hereby reserves the right to include additional contiguous lands or to exclude portions of the eighty acres as circumstances, unforeseeable, may dictate. Additional phases shall be included within the general scheme of these instant documents. Uses that complement the residential nature of the development, but are not residential may also be included if such uses are deemed by the developer to enhance the value of the Project. A portion of the Property may be used for condominium development but not in the first phase, which is the first sixteen Lots on Angelina St.
2. **Requirements for Deeds.** Each sales contract, option, deed, mortgage, deed of trust, lien, contract and/or agreement for deed, or other document of title, obligation, encumbrance, or conveyance, entered into and executed with regard to any or all of the Lots, **shall** reference this entire document and any other document, pertinent to the use and restrictions on the Lots. Failure to comply herewith shall not invalidate or diminish the force and effect of any such document.
3. **Additional Phases.** As each additional phase is added an addendum to this document may be created, if necessary, or the issue may be addressed in the by-laws of the Homeowners Association.
4. **Angelina St. Landscape Parcels.** The two Parcels (“A” and “D” of The Kings Forest Third Addition Replat), and the Angelina St. median (“Tract A” of the original Third Addition) which front on Croft Ave. shall be for the benefit of the Lot owners as an entryway and service area, but title shall be retained by the Developer until the Citrus County Commission makes a binding decision on the Croft Ave. widening project. After that matter is settled the Developer, or its successor in title, shall convey to the Homeowners Association, free of charge, the title to the balance of the said three Parcels that is not required for the Croft Rd. project, less a portion of the north end of Parcel “A” not required for the landscaping or its servicing. Until that time, the HOA by this instrument, shall be deemed to have a paid up lease on these landscape parcels. Neither the Homeowners Association nor any lot owner shall be due compensation for any perceived loss or inconvenience should Citrus County require land to widen Croft Ave. Compensation for land taken by or sold to the County shall accrue to the Developer or its assigns or successors in title.
5. **Not Included.** The three subdivisions, by this Developer, lying south of the project area and being The Kings' Forest (Queen St.), and The Kings' Forest First and Second Additions (Crown Dr), are not included in this Project nor subject to this document.
6. **This Document is a Contract.** This document is binding on the Lot owners, as to one another, as well as the Developer and Lot owners, as to each other, and is likewise binding on all assigns or successors in title. Lot owners shall not commence legal action to enforce these Covenants against one another until first raising their issue with the Homeowners Association. The HOA shall have standing in litigation involving these matters, and no Owner may challenge such standing.

7. **Citrus County LDC Incorporated.** The Citrus County Land Development Code and any County ordinance that could be construed as a nuisance ordinance, are hereby incorporated by reference and may be enforced at equity by the HOA, regardless of whether or not the County is able or willing to do so. As to HOA enforcement, the interpretation of these ordinances shall be by the Developer prior to turnover to the HOA and by the HOA Board thereafter, according to the meaning of words as guided by Webster's or Black's Law Dictionary, notwithstanding that Citrus County may take a different view. The HOA is under no obligation to enforce any County code or ordinance, and will do so only at its discretion. For purposes of this paragraph, the Citrus County LDC and ordinances are private land use restrictions to which the Lot owners are subjecting themselves at the discretion of the HOA. It should not be presumed that the HOA is in agreement with any or all of these County codes, nor that it will enforce any particular provision. The purpose of this paragraph is to alleviate shortcomings or omissions that may exist in this Declaration.
8. **Florida Statutes Incorporated.** The Florida Statutes, as they may be construed to constitute "nuisance law", are hereby incorporated by reference in the same manner and for the same purposes as in the above paragraph.
8. **Covenants do not Guarantee Compliance with Codes.** These Covenants may allow, or may fail to prohibit, activity or construction that is not legal under a State or County code or ordinance, therefore, each lot owner is responsible for his own permits and activities.
9. **Developer and Lot Owner Rights Pursuant to F.S. Statute 720.** The Developer reserves to itself all those rights permitted under applicable Florida Statutes, as the statutes read on the date of recording of this instrument. This is a contractual instrument and the parties agree to accept the restraints and advantages available to each under F.S. 720 as F.S. 720 is constructed as of the date of recording of this instrument. By acceptance of a deed, Lot owners shall be bound by the contractual elements of this instrument and shall be charged with knowledge thereof. Lot owners shall not interfere with the completion of this project as contemplated herein.
10. **Number of Lots in The Project.** Based on current County regulations, a total of 140 building lots are planned. This number may be increased if the Developer or its successor adds additional land to the project, or if County codes allow densities to increase. The Developer may, at its option, turn control over to the HOA prior to the mandatory statutory requirement. At all times the inventory of the Developer's Lots shall include Lots sold but returned to the Developer's ownership, and Lots in which the Developer has fifty percent or greater interest, based on the selling price, and any lot the title to which has not passed out of the Developer's hands.
11. **Revision, Amendment, and Addition.** These Covenants are subject to revision, correction of error or omission, amendment, and addition to, or deletion from this document, at the discretion of the Developer, until control is passed to the HOA. At that time the HOA shall accept the existing Covenants and may make revisions or amendments to the Declaration by a two-thirds (66.7%) majority vote of the total voting membership of the HOA, or a 4/5 (80%) vote of a membership quorum, except that no vote may serve to abandon the repair and/or maintenance of the Common Elements. The Board may make these changes by its unanimous vote after failure to achieve a quorum by mail. The 4/5 (80%) majority quorum rule may be changed only by a 2/3 majority of all Lot Owners. The basic residential nature of the Project may not be changed. Purchasers of land in the Project are hereby notified that additions, revisions and corrections are almost certain to occur. No vote of the HOA may relieve the HOA from the responsibility of maintaining common areas.
12. **Treatment of Future Phases.** Differences in the additions to The Kings' Forest Third Add. And

its Replat shall be addressed by addendum to this document.

13. Irrigation System. The Developer may, at its option, install an irrigation system to serve the Lot Owners. The cost may be included in the price of the unsold Lots to be served, or by an assessment on Lots previously sold and to be served. Lot Owners may not opt out of such system if it is available to their Lot.

ARTICLE IV - - DEFINITIONS

1. **Defined Terms** . All words and terms defined in this Declaration, in any supplemental or amendatory declaration, or in any document making reference and/or attached as an Exhibit hereto and/or thereto, shall have the meanings herein or therein assigned:
2. **Declaration** . The term “Declaration” shall mean and refer to this instant *Declaration of Covenants, Easements, Conditions, and Restrictions*.
3. **Covenants** . The terms “Covenant” and/or “Covenants” shall mean and refer to one or more, or all, as the context and content of the use thereof requires, of the covenants, restrictions, easements, affirmative obligations, charges, liens, conditions, rules, and/or regulations imposed by and/or for which provision is made in this Declaration.
4. **County** . The term “County” shall mean and refer to Citrus County, Florida, a political subdivision of the State of Florida.
5. **LDC**. The term “LDC” shall mean and refer to one or more, or all, as the context of the use thereof requires, of the County’s Land Development Code.
6. **Developer** . The term “Developer” shall mean and refer to Robert F. MacKeil and Angelina F. Marks and their respective successors to and assigns (not including the Lot owners) of both title to Project lands and the rights, benefits, duties, and obligations accruing or to accrue to the Developer under this Declaration.
7. **Property** . The term “Property” shall mean and refer to the real property described in **RECITALS 1. and 2.** above and additional contiguous land when and if acquired by the Developer and added to the development scheme herein addressed.
8. **Project**. The term “Project” shall mean the lands and development scheme herein described.
9. **Homeowners Association and/or HOA** . The terms “Homeowners Association” and/or “HOA” shall mean and refer to The Kings’ Forest Homeowners Association and successors thereto, to which all Lot Owners shall belong.
10. **Lot and/or Lots** . The terms “Lot” and/or “Lots” shall mean and refer to any one or more, or all, as the context or the use thereof requires, of the residential building lots within The Kings' Forest Third Addition And its Replat and including any within future Additions.
11. **Tract and/or Service Tract** . The terms “Tract” and/or “Service Tract” shall mean and refer to any Parcel so designated, but the term is intended to identify areas such as the entryway and the median at the head of Angelina St. and is not to be applied to primary building sites, whether or not such sites are residential in nature.
12. **Common Element**. The term “Common Element” shall mean and refer to any one or more, or all

of, as the context of the use thereof requires, the real or other property leased, sold, rented, or donated by the Developer or others to the HOA for the use of all the HOA members.

13. **Parcel and/or Parcels** . The terms “Parcel” and/or “Parcels” shall mean and refer to any one or more, or all, as the context of the use thereof requires, of the Lots or the Tracts, and the lands that may be designated for non residential uses compatible with or complementary to the residential nature of the Project.
14. **Swale and/or Swales** . The terms “Swale” and/or “Swales” shall mean and refer to one or more, or all, as the context of the use thereof requires, of the structures, depressions, and/or ditches, including any culverts installed therein by either the Developer or others for drainage.
15. **Owner** . The term “Owner” shall mean and refer to the owner or owners (collectively if more than one) of record, other than the Developer.
16. **Board and/or Board of Directors** . The terms “Board” and/or “Board of Directors” shall mean and refer to the governing body of the HOA.
17. **Administrative Assessment** . The term “Administrative Assessment” shall mean and refer to any charge levied by the HOA against the Lots for design, enforcement, administrative, accounting, legal, and other costs and expenses associated with or arising from this Declaration, the Covenants established hereunder, or for any purpose **NOT** associated with or arising from the responsibility to repair, Maintain, and/or improve, and/or the actual repair, maintenance, and/or improvement of, the Common Elements.
18. **Common Element Assessment** . The term “Common Element Assessment” shall mean and refer to any charge, levied by the Board of Directors of the HOA, against the Lots for the improvement, regular and emergency repair and maintenance, design, enforcement, administrative, accounting, legal, and other costs and expenses associated with or arising from this Declaration or the Covenants established hereunder, for any purpose associated with the repair, maintenance or improvement of the Common Elements.
19. **Special Assessment**. The term “Special Assessment” shall refer to any charge, levied by the Board, against the Lots for an improvement not previously existing or for an emergency.
20. **Angelina St Median**. The term refers to the median strip, owned by the Developer, at the west end of Angelina St.
21. **Vehicle**. This term includes any conveyance whether or not motorized. This refers to autos, trucks, trailers of any type, boats, aircraft, RVs, motor homes, motor cycles, motor scooters, dirt bikes, three and four wheel ATVs, and any other device that could be broadly described as a “vehicle”. Definition by the ACC shall be controlling.
22. **Architectural Control Committee or ACC**. The “ACC” shall be the Developer and one appointee until takeover by the HOA. Its duties shall be to review all plans that require approval.
23. **May and Shall**. These terms indicate option and compunction, respectively.

ARTICLE V - - RESTRICTIONS, CONDITIONS and EASEMENTS

1. **Restrictions are Imposed** . The following restrictions shall apply to and be enforceable against each and every of the Parcels and Owners.
2. **Subdividing Lots Prohibited** . No Lot may be further subdivided without the written consent of the Developer or the Board. The conveyance, of an Owner's Lot, if less than a full Lot, shall be ineffective to convey any rights under this Declaration, either regarding such portion of the Lot or otherwise, and both the original Owner and the entire Lot shall remain responsible and chargeable for all obligations associated with or arising with regard to the Lot. Conveyances to effect minor adjustments may be approved by the Board if it does not create an additional building Lot.
3. **Easements Across Parcels Prohibited**. No Parcel may be burdened with any easement or otherwise made servient, either to any other Parcel or to any other property adjoining the Property or any Parcel thereof, except as approved by the Developer or the Board.
4. **Access to Other Lands Prohibited**. No part of any Lot may be used as access to lands that lie outside of the Project area.
5. **Single Family Residential Use** . Excepting for Parcels that have been or will be designated as service, recreation, or other uses compatible with residential use, each Lot shall be limited to single-family residential use. In-law apartments or servant quarters shall be approved if the appearance is approved by the ACC, and adequate parking, garaging, and storage is provided. Citrus County approval may be required. Any condominium development, should it occur within the Property area or additions thereto, shall be limited to one designated Parcel and the condominium form of ownership shall be prohibited elsewhere within the Property area described above. This prohibition applies to both Lot owners and the Developer. No Condominium shall be permitted in The Kings' Forest Third Add, or its Replat.
6. **Building Setbacks**. The main building setback shall be fifty-five feet from the front Lot line. Eaves not considered. Side set backs for the main dwelling shall be addressed when the building plans are submitted for approval. This is to coordinate driveway location and garage entry locations relative to adjoining Lots. Out buildings or detached garages shall be located in the back yard and addressed on a case by case basis. In no case shall such building be placed on an easement without ACC approval. Parcels B, E shall be addressed at the time of approval and shall be compatible with the adjacent lots.
7. **Certain Architecture Prohibited**. "A" frame, underground, geodesic domes, and any style considered bizarre or not attractive, at the sole discretion of the ACC, shall not be permitted.
8. **Certain Construction Prohibited**. For safety and resale value considerations, steel frame and wood frame construction is prohibited for the primary dwelling, bump-outs, second story, roof, etc. excepted. This clause refers to the exterior walls.
9. **Limited Home Occupations**. Limited home occupations that do not create parking problems may be permitted at the sole discretion of the Developer or the Board. Typical examples would be accountants, tax preparing, Internet business, and others that can be conducted out of sight. Adequate paved parking shall be provided off the right of way.
10. **No Makeshift Dwellings**. No trailer, tent, basement, barn, garage, shack, outbuilding, or any other structure, of a temporary or permanent nature, shall be used as a permanent or temporary residence.

11. **No Uses That Devalue The Area.** Boarding houses, group homes, halfway houses, day care centers, nursing homes and the like are prohibited. Any uses that could reasonably be construed to devalue the neighborhood are prohibited. The decision of the Board shall be controlling.
12. **Front and Side Yard Activities Restricted.** The front and side yards shall be restricted to landscaping uses only. These areas shall not be used as play grounds and nothing shall be placed or allowed to remain in these areas, other than landscaping. Portable basketball devices shall not be allowed in the Right of Way nor shall the Right of Way be used as a playground. Miniature motorcycles, dirt bikes, go-carts or ATVs shall not be tolerated in the Rights of Way, easements, or any property owned by the Developer.
13. **Detached Garages and Out-Buildings.** Detached garages and storage or workshop buildings shall be permitted with ACC approval, as to location and appearance, and shall be color matched to the house and have the same style roof shingles.
14. **Multiple Lot Sites.** Two or more Lots may be used for one Dwelling site. Lots so combined shall continue to be treated as separate Lots for assessment, voting, and other purposes under this Declaration. The restriction upon subdivision of Lots (as originally configured), at Para. #2 above, shall continue to apply, and the future conveyance of one of the Lots from such multiple Lot sites may not subdivide the multiple Lot if an improvement to said multiple Lot site straddles the Lot line between two (2) of said Lots. Three or more contiguous lots may be re-subdivided into a lesser number of lots if no easement issues exist. Developer or Board approval is required. Total voting rights and assessments shall remain the same, but may be split into fractions. (Citrus County cannot stop the conveyance of partial lots but can hold up permitting if recorded lot lines are straddled or moved.)
15. **Underground Electric Service.** All Lot Owners shall be required to run their electric service underground from the street to the house.
16. **Utility Contracts Controlled.** No Owner may initiate any utility service, within the Project, without the written consent of the Developer or Board. Progress Energy and Citrus County Utilities have been contracted to provide their services. These services do not require approval.
17. **Sign Restriction** . Only real estate sales signs, not to exceed 144 square inches, or an Owner name sign, or a Board approved home occupation sign, may be displayed on any Parcel, common elements, or public or private right of way. The Developer may place signs at any location within the Common Elements or on unsold parcels, both for geographic and use directions and/or instructions, and for safety and/or marketing purposes. Builders may place larger signs on their property, or in a common area with ACC approval, during construction and sales periods.
18. **Miscellaneous Equipment.** Antennae, solar heating, clotheslines, and other equipment that might be considered unsightly shall be submitted to the ACC for approval as to suitability or location.
19. **Materials and Construction** . All improvements to the Lots shall be constructed of new and durable materials, and shall be constructed, installed, erected, or developed in a professional and attractive manner and in compliance with the LDC and other applicable codes.
20. **Decorative Accents and Trim.** The facade of the main dwelling shall incorporate sufficient decorative accents to satisfy the ACC. This requirement is impossible to describe clearly but it should be expected that construction should be as attractive as existing homes on the street.

21. **Size of Homes.** The main dwelling on any Lot shall contain a minimum of 2700 square feet under the roof. This shall include a two car garage of 500 square feet or more, and porches. Calculation may be made from the outside surface of the outside walls. If the garage faces the street it shall have two or more doors or a single door of at least eighteen feet to accommodate two full size cars.
22. **Garage Screening.** Garage doors shall be screened if kept open for extended periods.
23. **Wide Driveways.** Front facing garages shall have driveways at least twenty feet wide at the garage and this width shall extend at least thirty six feet from the garage.
24. **Building Height.** There is no height restriction on the house as long as it is attractive.
25. **Maintenance of Improvements.** All improvements to Lots shall be maintained to the satisfaction of the ACC.
26. **Storage Issues.** No storage, nor sheds of any kind, shall be permitted in the front or side yards, nor shall storage be visible from the street. Storage in the back yard shall be enclosed. This prohibition includes **Vehicles** as described at **Article IV, 20**. Only registered autos or personal pick-up trucks may be parked in the driveway, other than for loading or preparation for use. No vehicle may be left overnight on lawn or Right of Way. No boats, trailers or RVs shall be visible from the street, nor any stored vehicle or equipment. Storage buildings must be large enough to fulfill the needs, and small buildings may be refused permitting if considered inadequate by the ACC. If it is determined by the ACC that a Lot Owner does not have adequate storage, said Owner shall be mandated to build storage of size and design to the satisfaction of the ACC.
27. **Roofing.** The roof pitch shall be 5/12 or greater. The shingles shall be architectural style, 30-year rated or better quality roofing. No metal roofing allowed. No roof shall be the same color as the roof next door. Roofs shall be kept clean. Darker colors are recommended to hide mold.
28. **Driveways.** Driveways shall be paved with concrete to the asphalt of the street. Other high quality materials may be used but not asphalt. The driveway plan shall be included with the site plan.
29. **Fencing and Hedges.** Fencing or hedges shall not be allowed in the front yards or in the side yards within twenty feet of the nearest front facing wall of the home. No Lot perimeter hedging shall be allowed in the front yard, within twenty feet of the nearest front facing wall, unless it is more than 75 feet from the front lot line. If fencing is placed facing the street it shall also extend rearward along the side Lot line a minimum of 20 feet. ACC approval is required in any case. The particulars shall be addressed at that time. All fencing shall require ACC approval.
30. **Fencing Allowed.** White vinyl fencing, of the type sold at Lowes or Home Depot, shall be allowed in the areas not restricted. Fences to exceed six feet in height, or of another type, must be reviewed by the ACC. Higher fences shall be routinely approved for the rear lot line but the type must be approved. Approved fencing may be placed up to the Lot line. Its owner shall be automatically assigned a maintenance easement, by the Developer, from the easement already retained by the Developer. Owners shall notify their neighbors when needing to enter their neighbors' property, and arrange for a time to enter. No chain link or wire fencing shall be allowed. No painted or high maintenance fences shall be allowed facing the street.
31. **Construction and Improvement Approval is Mandatory.** No construction shall be undertaken until the plans have been approved by the ACC. This includes the main dwelling, any outbuilding, site work or well. Exterior colors shall not be applied until approved.

- 32. Vehicles** . No vehicle without both a current license tag and a current year vehicle registration decal affixed thereto, and no inoperable vehicle, may be parked, stored, or maintained on any Parcel, except if within a fully enclosed garage, barn, or storage building.
- 33. Vehicle Parking** . No commercial trucks of any size shall be parked, kept, or stored on any Lot or Parcel. Personal pick up trucks, up to three-quarter ton, and not registered as commercial, shall be allowed. No vehicles shall be allowed to park over night on the Right of Way nor anytime on the lawns. All parking areas shall be paved with concrete unless out of sight. Trailers or boats of any type shall not be stored within sight.
- 34. RVs, Motor Homes, and Boats**. No recreational vehicle or motor home shall be stored or parked on any part of the front or side yards anytime, nor parked on the driveway overnight unless in preparation for a trip. Rear yard storage shall be at the discretion of the ACC, but only granted if the view is buffered. Six foot at the Lot line fencing may also be required.
- 35. Agricultural Uses** . The Lots may not be used for any agricultural use excepting for hobby gardening, which shall be confined to the back yard. Flower gardening excepted.
- 36. Nuisance**. Neither any illegal, unlawful, noxious, and/or offensive activity, nor any other activity which may, be or may become an annoyance, nuisance, and/or eyesore, to another Owner and/or the Developer, may be undertaken or permitted by any Owner, by any member of an Owner's family or household, or by any guest, invitee, or licensee of any Owner, on any Parcel. So called "boom Boxes" and any loud music is prohibited.
- 37. No Dangerous Chemicals**. No chemicals, which could reasonably be considered a danger to the neighbors, may be kept or stored on any Lot.
- 38. Garbage** . No solid or liquid trash, rubbish, debris, waste material, or other refuse, of either plant, animal, or mineral origin, herein referred to as **Garbage**, shall be deposited or allowed to accumulate or remain on, or be buried beneath the surface of or burned on, any Parcel. Compost for gardening may be stored on a Lot.
- 39. Garbage Disposal** . The Owner of each occupied Lot shall keep and maintain, on that Lot, covered and out of sight Garbage containers in which all Garbage generated shall be kept until collected. Owners may not put out garbage containers until the evening of the day before a scheduled collection, and shall timely remove the empty containers after the collection.
- 40. Rubish collection**. No Lot owner shall choose his own rubbish collector. It is the intention of the Developer to arrange for rubbish collection, with one company, and to pay for it through an HOA assessment upon the Lots served. Until six Owners require service, or within two years, at the Developer's discretion, Lot Owners will pay their bill directly to the rubbish collector chosen by the Developer.
- 41. Grass Mowing Contract**. When a sufficient number of homes are built, the Developer may contract for grass mowing by one contractor to be paid by an assessment upon the Lots served.
- 42. Motorcycles, Dirt Bikes, and ATV's** . Neither motorcycles, nor dirt bikes (motorized or otherwise), nor all terrain vehicles (**ATV's**), nor off-the-road vehicles, may be operated on any Parcel nor on the undeveloped lands of the Developer, nor may any unregistered vehicle be operated in a public right of way or easement of the subdivision, except construction equipment.
- 43. Commercial Activity Prohibited** . No commercial business or trade of any kind shall be permitted

on any Lot, unless it can be conducted in an enclosed area of the Dwelling or an HOA approved outbuilding, (for example, a home office, or a studio for painting, artwork, or crafts) and does not generate a need for more paved parking than is available. Lawn parking shall not be allowed.

- 44. Yard Sales.** Lot owners shall be allowed one yard sale per year.
- 45. Vehicles for Sale.** Vehicles for sale may not be displayed with a For Sale sign in any part of the subdivision, nor may dealers use a Lot for storage.
- 46. Vehicle Repairs.** Other than minor adjustments, vehicle repairs shall be conducted in the garage or back yard and vehicles shall not be left jacked up in sight overnight, or parked on the lawn.
- 47. No Parking and/or Storage in Common Elements or Vacant Lots.** Parking and/or storage of vehicles and/or other tangible personal property within the Common Elements is prohibited, and no roadside stand or similar structure may be placed either within, or adjacent to, any Common Element. Vacant Lots shall not be used for parking or storage unless the Lot is adjacent to an occupied Lot of the same Owner. Storage shall still be out of sight.
- 48. Landscaping.** All Lots shall be landscaped in the front and side yards and sodded and maintained to the pavement. All grassed areas shall be irrigated with sprinklers. If a well is used its equipment shall be out of sight and shall be in the back yard completely obscured from view. A landscape plan shall be submitted for approval with the construction plans. If a Lot of an absentee Owner becomes overgrown or unsightly, in the opinion of the ACC or the Developer, the Board or Developer may authorize landscaping maintenance, not to exceed \$200. and charge the Owner. Such charge shall be secured and collectable as mandatory assessments. If the expense is likely to exceed \$200 per incident or if the Owner is present, such Owner shall be notified and given 30 days to correct the problem. If this process fails, the Developer or Board or their agents are authorized to enter onto the Lot to remedy the shortcomings of the landscaping. Such expense shall be collectable and secured as the mandatory assessments.
- 49. Landscape Plan.** A landscape plan shall be submitted for approval with the house plan, and a copy shall be posted on the job site with the construction documents. The plan need not be professionally prepared.
- 50. Rules and Regulations** . In addition to the covenants contained in this Declaration, reasonable rules and regulations concerning the appearance and use of the Parcels may be made and amended from time to time either by the Developer [until such time as the Developer has sold or otherwise conveyed ninety percent (90%) of the Lots to Owners]. Thereafter the Board may do so, provided that any such rules and regulations made or amended by the Developer may not be repealed, amended, or otherwise abrogated by the HOA without the consent of the Developer, until the Developer has sold or otherwise conveyed all of its Lots to Owners.
- 51. Setbacks on Multiple Lot Sites** . In the case of a multiple Lot Dwelling site, the common property line between any two of the Lots, being so used, shall not trigger a setback requirement. In the event of the later conveyance of one or more, but not all of said Lots, any existing or future improvement on any such conveyed Lot shall be required to have a setback equal to the normally required setback from the common property line.
- 52. Governmental Actions Not Effect Restrictions.** No land use or other action by any Federal, state, or local government, or any agency of any of same, shall be deemed to modify, amend, or override any Covenant and/or restriction contained in this Declaration.

53. Color Approval is Mandatory. Color approval by the ACC will be according to the following guidelines that shall be administered with discretion.

- A. No white, off white, light gray or other very light shades will be allowed for the roof.
- B. The color of the roof should be selected first, and the house color matched to the roof.
- C. The house shall be at least three shades lighter on a standard color chart, than the roof.
- D. If the roof is dark, pastel shades may be required to be more than three shades lighter.
- E. Blues and greens will not be approved unless severely muted.
- F. The color scheme shall be monochromatic. (different shades of the same color)
- G. White, black, and gray, are not colors and not excluded from a monochromatic scheme.
- H. Non-monochromatic schemes may be allowed if selected by a trained expert.
- I. Re-painting or re-roofing shall require color approval.
- J. No roof shall be the same color as the roof next door.

54. Developer and HOA Owned Easements. The following easements shall be owned by the Developer until turnover to the HOA. The easements are perpetual and assignable.

- A. A fifteen foot easement at, and the length of, all the front Lot lines, for utilities and any other uses deemed, by the Developer, to be necessary or desirable. This may include a paved side walk area, and already includes a twelve foot easement to Progress Energy, for maintenance of the underground electric service.
- B. A fifteen foot easement at, and the length of, all the rear Lot lines, for any uses deemed necessary or desirable to enhance or maintain the Project.
- C. A ten foot side Lot line easement, at and the length of, all side Lot lines for utilities, installation and maintenance of fencing of the adjacent Lot, or any use deemed necessary or desirable to enhance the Project. This easement will be partially assigned to the neighboring Lot upon approval, by the ACC, of the fencing plan.

This easement is a floating easement and will be extinguished if Lot lines are moved, and reestablished at the new Lot lines, except if already in use. This easement may also be partially or fully extinguished, if the ACC, or Developer approves an improvement upon the easement and such improvement is not compatible with the easement.

- D. The Developer hereby retains a twenty foot easement from the easterly lot lines of Lots 51 and 52, running parallel with the Florida Power easement. This is a contingency for possible drainage use. These two Lots are subject to 50 feet of a 100 foot easement. Fencing must be maintained on the frontage of that part of these lots that coincides with the Florida Power easement. (Now owned by Progress Energy)
- E. The easements of A, B, C, and D above, are the sole property of the Developer, and inclusive of the twelve foot (12ft) Progress Energy easement, and no utility company nor Citrus County has any rights therein until so assigned.
- F. An access and maintenance easement, over certain surface water management lands, has been granted to Citrus County, and Progress Energy has a transmission line easement, thusly: Lots 49, 50, and 51, as to the drainage easement, and Lots 51 and 52, as to the Florida Power (now Progress Energy) easement. F. Citrus County owns a landscape easement in the median strip, which is designated as "Tract A" on the original plat of The Kings' Forest Third Addition. The dedication stipulates that the median shall be "owner maintained". The Developer also retains a maintenance easement to all platted drainage areas.
- G. The Developer also owns a twenty foot landscape easement on Parcels B and E, as per the plat. No driveway shall be permitted in these easements.
- H. The Developer shall convey these easements, as they are then structured, to the HOA, at the time of the turnover of control to the HOA.

52. Permitted Animals and Pet Issues.

- A. Other than aquarium animals, no pets shall be kept in any house, outbuilding, garage, or Lot, Excepting dogs and domestic cats. No snake of any size, in an aquarium or not, shall be kept.
- B. Lot Owners shall be limited to a total of two dogs or three cats or combination thereof, not exceeding three in total. Offspring of pets shall be removed within a reasonable time.
- C. Dogs shall not exceed twenty-five pounds.
- D. No vicious breed dogs shall be allowed. This prohibition includes but is not limited to:
 - (1.) Pit bulls and Pit Bull mixes of any weight.
 - (2.) Chow Chow of any weight.
 - (3.) Mastiff.
 - (4.) Rottweiller

(5.) Doberman , except miniature.

E. Any dog that constitutes a nuisance, in the opinion of the Board, by biting or excessive barking, shall be removed at the order of the Board.

F. Dogs shall be leashed or otherwise restrained when outdoors.

G. Dogs and cats shall have all licensing and shots required by law.

H. Dogs shall not be permitted to relieve themselves on the property of another owner.

J. No species of animal, reptile, bird, rodent, plant, nor any living creature, that is protected under Federal, State, County, or other law or regulation, as endangered, threatened, or species of concern, shall be introduced into, nor shall such creature be housed, kept, fed, or otherwise encouraged to remain on or in any part of the lands of, or the structures present on the property that is the subject of this Declaration. Violation of this rule shall subject the violator to liability for damages that occur as the result a diminution of property values, or expense to another Owner.

K. No noxious or invasive plant, which has been so identified by the State of Florida, shall be bred, kept, or cultivated anywhere in the Project.

Articles VI through XVII shall be deemed to Constitute the BY-LAWS, as well as to Serve the Purposes of this Document. This Document in its entirety has priority over the Articles of Incorporation and the use of Articles VI through XVII, as by-laws, shall have no effect on their Authority as part of this Declaration. Additional BY-LAWS may or may not become part of these Covenants.

ARTICLE VI - - HOMEOWNERS ASSOCIATION

There has been established, The Kings' Forest Homeowners Association (the **HOA**) for the governance of the affairs of the Subdivision and the administration of this Declaration, which was incorporated as a Florida corporation not for profit on Jan. 6, 2006.

1. Duties of the HOA. The HOA shall be responsible for the Common Elements of the subdivision as well as all administrative, maintenance, repair, enforcement, and other matters associated with or arising out of this Declaration and the Covenants established hereunder. The successors and assigns of any of the rights, benefits, duties, and obligations accruing or to accrue to the HOA, under this Declaration, shall assume the same authority. The HOA, hereby, asserts claim to all the authority and powers allowed under Florida Statutes, whether or not such powers or authorities are enumerated herein.

2. **Directors** . The HOA shall be governed by a Board of Directors (the **Board**), as provided herein, or in the Articles of Incorporation or Bylaws. The Articles of Incorporation are incorporated herein by reference. The first Directors shall be Robert F. Mackeil and Angelina F. Marks and their appointee. The Developers shall have control of the Board and the HOA for the statutory period or a lesser term if they voluntarily turn over control to the Lot Owners, through the HOA.
3. **Mandatory Membership** . The Owner or Owners of each Lot shall automatically be Members of the HOA. In addition, the Developer shall be entitled to one (1) voting Membership for each Lot held by the Developer in its inventory of Lots for sale, including not yet platted Lots, based on one Lot per half acre of Developer owned land, minus five acres for infrastructure. This number shall be adjusted upward if the Developer acquires additional land contiguous to the Property, or if the potential density increases due to improved infrastructure. There shall be one (1) and only one (1) voting Membership for each Lot, regardless of the size of the Lot. If Title to a Lot or Lots is held by more than one (1) person (Members), all of such persons together shall be entitled to only one vote for each such Lot. Each Membership shall transfer automatically by the conveyance of title to that Lot. For the purpose of calculating the turn-over of control to the HOA, the total number of lots shall be presumed to be 140. Should it become evident that this number is not correct, for any reason, it shall be adjusted, as noted above in this paragraph. Each Owner of a Lot shall be a member but assessments shall be charged by the Lot. For the first fiscal year the assessment shall be \$125. Per Lot. The Developers Lots shall not be subject to assessment but the Developers shall be liable for any maintenance expense that exceeds collections for the period.
4. **Notification to Lot Owners.** Unless instructed to the contrary, any notification required of the ACC, Board or any arm of the HOA, shall be given to the first name on the title to the Lot.
5. **Builders Status.** Builders who purchase Lots for resale shall be members of the HOA but shall be exempt from assessments for one year. If neither construction has commenced nor building contract secured within one year, the Lot will be assessed retroactively. Thereafter they shall pay the same assessments as other Lot owners. The exemption is not assignable and only applies to assignees of the Developer.
6. **Voting Rights** . The HOA shall have only one (1) class of voting Membership, each Member of which shall have full voting rights on all issues arising under or out of this Declaration, or otherwise acted upon by the HOA, except on matters concerning maintenance of the Common Elements, which is addressed in Article VII and elsewhere.
7. **Suspended Memberships** . No suspended Membership shall either be allowed to vote on any issue, or counted in determining either the number constituting, or the presence of a quorum. Failure to pay assessments when due shall suspend a membership.
8. **Quorums.** Twenty five percent (25%) of voting interests shall constitute a quorum for membership meetings. Fifty percent (50%) of voting interests shall constitute a quorum for a vote by mail or other remote method. A majority shall constitute a quorum for the Board, and ACC.
9. **Majorities Required.** After turnover of authority of the HOA to the lot owners, any change made to the rules and regulations for the governance and maintenance of the Project, shall be by 2/3 (66.7%)] vote of a quorum, or unanimous vote of the Board after failure to achieve a membership quorum. Changes to this Declaration shall require a two-thirds (66.7%) majority vote of the total voting membership of the HOA, or a 4/5 (80%) vote of a quorum, except that no vote may serve to abandon the repair or maintenance of the Common Elements.

10. **Voting by Proxy** . Any Lot Owner may give his voting proxy to another Lot Owner or agent. The proxy must be specific as to intent and share of a single or multiple votes. Each proxy shall be specific regarding the meeting purposes for which it is given and its directive or discretionary nature. The proxy shall be notarized, and shall be delivered to the presiding officer prior to the meeting at which a pertinent vote is to be cast. Continuing proxies for more than one meeting shall not be permitted provided, however, that a proxy, unless revoked, shall be valid for any pertinent issues at continuations and/or adjournments of the pertinent meeting. An Owner may be voted by any of his Co-Owners, without a proxy and, absent objection by another Co-Owner prior to the vote, such vote shall be binding upon the Owner and all other Co-Owners.
11. **Voting of Multi-Owner Memberships** . The Membership appurtenant to any Lot with more than one (1) Owner Membership may split the vote thereof according to the record ownership of Title to the Lot. Unless prior notification to the contrary is given, the Board shall accept the vote of any Owner holding title as if such owner were the sole owner.
12. **Notices to Owners**. Unless instructed to the contrary, the HOA, Board, or ACC, shall send notice to the first person or entity named on the deed to the Lot. It is the mandatory obligation of each Owner to keep this information current.
13. **Open or Secret Balloting** . Except for the election of Directors to the Board, voting shall be by open ballot absent a finding by a majority of the Board of Directors of the HOA that a secret ballot for a specific issue is in the best interests of the HOA and/or the Subdivision.
14. **Votes by Mail** . At the discretion of the Board of Directors of the HOA, ballots on any issue may be submitted to and returned from the Members via U.S. Mail, or by other means of delivery and receipt, without a meeting of the Members, so long as either such ballots, or (for a secret ballot) the outside envelopes in which they are returned, are sealed and executed in the same manner as a proxy and the inside envelopes thereof (for a secret ballot) are unmarked and sealed.
15. **Duties of the HOA** . After the conveyance of more than ninety percent (90%) of the Lots by the Developer to Lot Owners, the HOA shall have the responsibility (financially and otherwise), duty, and authority to administer the affairs of the subdivision. including, but not limited to: the enforcement of this Declaration and these Covenants, the repair, maintenance, and improvements of the Common Elements. In discharging said duties, the HOA shall purchase such insurance coverage and engage such professionals and consultants (including, but not limited to, engineers, surveyors, planners, architects, accountants, and attorneys) as may be appropriate, and shall have the authority to pay for same.
16. **Enforcement by Owners** . Pursuant to the terms of this document, each Owner, and the Developer until all Lots have been sold to Owners, may enforce this Declaration and Covenants, and shall have standing to bring suit for the same. However, prior to commencing of such action, an Owner (not including the Developer) shall have petitioned the Board for relief shall have been denied satisfaction. In the event an Owner or the Developer commences any such action, neither that Owner nor the Developer will be entitled to recover any expenses for same from the HOA, unless Board of Directors votes to make such reimbursement.
17. **Directors not Entitled to Compensation** . Members of the Board of Directors shall not be entitled to receive any compensation for service on the Board.
18. **Directors Entitled to Reimbursement of Expenses** . Directors shall be reimbursed for expenses reasonably and necessarily incurred as a direct result of their service, so long as such

expenses are approved in advance by the Board, or, in the case of an emergency or when prior approval is not practical, upon concurrence by the Board that either an emergency or such other circumstance existed, and that the claimed expenses were reasonable and appropriate.

19. **Committees** . The Board of Directors may appoint such committees (including, but not limited to, an Architectural Control Committee and/or a Covenant Enforcement Committee) with such duties and members as the Board, in its sole discretion, deems necessary and/or appropriate to accomplish the purposes and duties of the HOA.
20. **Effect of Dissolution of HOA** . In the event the HOA is ever dissolved, all rights, easements, privileges, obligations, and duties vested in and/or required of the HOA by this Declaration, shall become thereafter vested in and/or required both of the Owners personally, who shall be jointly and severally responsible and liable for the proper discharge thereof, and of any Successor Entity. Should this occur, the assessments shall continue and be placed in a trust arrangement to guarantee maintenance of the common elements. Owners who pay their assessments shall be deemed to have a cause of action against those who do not. The obligation to maintain the Common Elements shall be deemed to survive dissolution of the HOA.
21. **Maintenance Access Easement Granted** . The Developer and the HOA is hereby granted a Maintenance Access Easement over all areas of the Surface Water Management System for the purpose of maintenance, without any requirement of notification to, or the receipt of permission from, any Lot Owner. It is the obligation of Citrus County to do this maintenance and this provision is in the nature of a back-up remedy for an emergency or to maintain the cosmetics of these areas. The Developer shall be held blameless for the failure of Citrus County to perform its required maintenance of any facility under County maintenance obligation.

ARTICLE VII - - MAINTENANCE OF COMMON ELEMENTS

1. **Responsibility Divided** . In order to meet future needs for the repair, maintenance, and improvement of the Common Elements, the responsibility of the HOA, the Owners, and the Developer shall be as hereinafter provided.
2. **Developer's Responsibility and Rights** . The Developer will be responsible for improvement of the three landscape Tracts (Parcels A and D of the Replat, and Tract A of the original Third Add.) until the landscaping is complete, at which time maintenance and improvement costs shall be borne by the Lot owners in their proportionate share of the sixteen Lots in the first phase. At the Developer's option, the property across the road (the mobile home lots) may be mowed, buffered, and maintained to enhance the value and aesthetics of the Project, and charged to costs in the manner of expenses incurred within the Project area. **The Lot Owner's financial liability will be limited to \$125. per annum for the first fiscal year which shall run from July 1, 2006 to June 30, 2007.** Subsequent thereto, and until ninety percent of the Developer's Lots have been sold to Owners, the Developer shall have the right, but not the duty, to undertake such repair, maintenance, and improvements of the Common Elements as the Developer deems appropriate, and the cost of same shall be reimbursed by the HOA to the Developer in an amount equal to the Owners proportionate share of the finished Lots. The Developer shall not be liable for any assessment for its Lots but shall be liable for the expenses that exceed assessments for that period. Assessments shall be determined by the Board on an annual basis. As new phases are added the landscape Parcel

expenses, including those for the property across Croft Ave. (the Hoequist and/or Barfield frontage) shall be shared by the new Lots. The Developer may from time to time, as the Project progresses, rent, loan, lease, or donate Parcels to the HOA for the benefit of the Lot Owners. Landscape Parcels shall be donated, or loaned free of charge.

3. **Vote Required for Regular Common Element Assessment** . The Board of Directors of the HOA, by majority vote of a quorum of the Board, shall levy such regular Common Element Assessments upon the Lots as, in its discretion, are necessary to fund and pay for the ordinary Maintenance and/or repair of the Common Elements, and, by a majority vote of a quorum of the Board, the Board may expend the funds so collected for such purposes.
4. **Vote Required for Special Common Element Assessment** . A unanimous vote of the Board shall be required to impose a Special Common Element Assessment.

ARTICLE VIII - - ADMINISTRATION OF PROPERTY OWNERS' ASSOCIATION

1. **Responsibility for Expenses** . All Lot Owners, through the HOA, and on a *pro-rata* basis (calculated by reference to the total number of finished Lots in the Subdivision), shall be responsible and liable, and the Board of Directors shall levy regular and special Administrative Assessments to pay, for the total, as from time-to-time fixed or determined by the Board of Directors of the HOA, of:
2. **Administrative Expenses** . The administrative, insurance, consultant (including, but not limited to, design, accounting, and legal), material, labor, and other costs and expenses incurred by the HOA in the discharge of its duties and, other than expenses for the repair, maintenance, and improvement of the Common Elements, shall charged pro-rata to all Lot Owners.

ARTICLE IX - - LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

1. **Personal Obligation for Lien** . Each Owner (not including the Developer) of any Lot, by acceptance of a deed for or other conveyance of same, from any person or entity, and regardless of whether explicitly so expressed in same, shall be deemed to have covenanted and agreed to pay periodic regular, and/or special, Common Element and/or Administrative Assessments for the purpose of paying the expense of repairing, maintaining, and improving the Common Elements, and/or paying the administrative and other non-Common Element costs and expenses, including, but not limited to, governmental agency required Maintenance expenses of the HOA.
2. **Levy of Assessments** . By majority vote of their total number, the Board of Directors of the HOA may levy such regular and/or special Administrative Assessments upon the Lots, (not including Lots held by the Developer in its inventory of Lots for sale) as the Board, in its discretion, deems necessary and/or appropriate to discharge its duties and purposes.
3. **Assessments are Continuing Senior Liens on Lots** . Such assessments (including both regular and/or special Administrative Assessments and/or Common Element Assessments), together with

interest as calculated at twelve percent (12%), and all costs and expenses of collection, including attorneys' fees and other legal costs and expenses (regardless of whether litigation and/or appeals are commenced), shall be a charge on the Lot regarding and/or upon which it is assessed, and, notwithstanding any dissolution, or reinstatement, of the Association, shall be a continuing lien upon each such Lot and all improvements thereon, senior and superior to all other liens except liens for *ad valorem* taxes, and the date upon and time at which this Declaration is recorded in the County's Public Records shall determine the priority of said lien *vis-á-vis* any subsequently recorded lien or liens thereon.

4. **Recording of Notice of Delinquency** . An affidavit of delinquency of an assessment may, but is not required to be recorded in the Public Records of the County, but neither the recording of nor the failure to record such an affidavit shall affect the priority of the lien of the assessment, as provided above, or the foreclosure thereof, and such assessment liens shall survive any transfer of all, or any portion, of the Title to the Lot on which the lien is impressed or imposed, regardless of whether such transfer is voluntarily made or made by operation of law.
5. **Foreclosure of Lien** . The lien of a delinquent assessment may be foreclosed by the HOA, and the Lot on which the lien is impressed may be sold, in the same manner as a delinquent mortgage may be foreclosed by the mortgagee and the property encumbered thereby sold, and all costs of such foreclosure, including attorneys' fees, expenses, and costs, shall be added to the judgment and recovered from the proceeds of the sale. No foreclosure proceeding shall commence until fees are two years in arrears or exceed \$1000. The interest on arrears shall be adjusted annually to reflect market rates.
6. **Assessments are Personal Obligations of Owners** . Each such assessment, plus both interest and all costs and expenses of collection, including reasonable attorneys' fees (regardless of whether litigation and/or appeals are commenced), shall also be the joint and several [if more than one (1)] personal obligation of the person or persons who is/are and/or was/were the Owner/Owners of such Lot on the date the assessment was levied.
7. **Successor Owners Assume Personal Liability** . Upon the passage of title to a Lot for which the assessments are delinquent, the delinquent assessments (plus interest, fees, costs, and other expenses of collection) for that Lot shall become the joint and several personal obligations of the new Owner or Owners and/or other successor or successors in Title to a delinquent Owner or Owners, and the delinquent Owner or Owners shall remain personally liable for said delinquent assessments, interest, fees (including, but not limited to, attorneys' fees), costs, and other expenses of collection.
8. **Uniform Rate of Assessment** . All regular and/or special Administrative Assessments and/or Common Element Assessments, respectively, shall be fixed in an equal amount for each Lot liable for same, regardless of the size, or the location within the Subdivision, of any of such Lot or Lots.
9. **Establishment of Reserves** . Both the Administrative Assessments and the Common Element Assessments levied pursuant hereto may be set at such a level as is reasonably calculated to both pay current expenses to administer, manage, and discharge the purpose thereof, and to establish, fund, and maintain a reserve of sufficient amount, in the discretion of the Board of Directors of the HOA, to pay for such unexpected, and/or expected but deferred, expenses as may occur from time-to-time, without the need to levy a special assessment for such expenses; provided however, that the accumulation of such a reserve shall not obviate the authority of the Board of Directors to levy a special assessment, if the Board deems such action to be appropriate.

10. **Indebtedness and Security** . The Board of Directors of the HOA, by majority vote of a quorum of the Board, shall have the authority to borrow funds to discharge their duties to administer the affairs of the Subdivision, and to repair, maintain, and improve the Common Elements thereof, and, further, shall have the authority to pledge both any portion or all of the Common Elements and/or future regular and/or special Administrative Assessments and/or Common Element Assessments as security for such debt, and to levy regular and/or special Administrative Assessments and/or Common Element Assessments to pay for same, without any necessity to obtain the approval of the Members the Levy of a special Common Element Assessment to cover payment of any lien on any Common Element for which funds are not otherwise available from regular Common Element Assessments and previously approved special Common Element Assessments.
11. **Effect of Nonpayment of Assessments, and Remedies** . Any assessment not paid within thirty days after the due date thereof shall bear interest, from the date of the levy of the assessment, at the rate of twelve percent (12%) per annum, compounded monthly. Any action may be instituted to collect the assessment (including interest, fees, costs, and expenses) from any delinquent Owner or other person or entity personally obligated to pay same, and/or to foreclose the lien of the assessment (including interest, fees, costs, and expenses) against the Lot. No Owner or other person or entity may waive or otherwise escape personal liability for the assessments provided for herein by abandonment of the Lot regarding which the assessment liability arose.
12. **Developer Exempt from Assessments** . The Developer shall not be required to pay assessments for, and no assessment shall constitute a lien upon, any unoccupied Lot held by the Developer in its inventory of Lots for sale within the Subdivision.

ARTICLE X - - GOVERNMENTAL REQUIREMENTS FOR DEVELOPMENT

1. **Responsibility of Owners** . Each Owner is personally both responsible for compliance with all laws, ordinances, statutes, rules, and regulations promulgated by any unit or agency of government and applicable to the Property or any Parcel thereof, and shall indemnify and defend, all other Owners, the HOA, the Board of Directors, and the Developer from the results of failure to do so.
2. **Requirements for Deeds** . Each sales contract, option, deed, mortgage, deed of trust, lien, contract and/or agreement for deed, or other document of title, obligation, encumbrance, or conveyance, entered into and executed with regard to one or more or all of the Lots, **shall** reference this entire document and any other document, pertinent to the use and restrictions on the Lots. Failure to comply herewith shall not invalidate or otherwise diminish the force and effect of any such document.
3. **Owners to Provide Covenants.** Every conveyance of a Lot or Parcel shall be accompanied by a copy of this entire document and a receipt therefore shall be obtained and sent the HOA.
4. **Legend** . Each contract for any interest in a Lot, including rentals of a dwelling thereon, shall contain a bold type legend on its face, setting forth a statement referring to this document by its title and also referring to its mandatory provisions and its location in the Citrus County Records.
5. **Make Subject to Declaration** . Each deed shall specify that the Lot or Parcel is subject to this Declaration and its easements, and make reference to the Official Record Book and Page numbers.

- 6. Areas Subject to Regulation** . Either the SWFWMD, or some other governmental agency, may claim environmental and/or regulatory jurisdiction over one or more, or all, of: the Swales lying on either side of the roadways and other portions of the Property and the Parcels thereof.
- 7. Owners Personally Liable to Obtain Development Permits** . Construction on any Lot may require environmental and/or drainage related permits from the County and/or SWFWMD and/or other governmental agencies. Owners are responsible for timely obtaining required permits.
- 8. Some Specific SWFWMD Permitting Requirements** . All Owners are hereby given notice that SWFWMD policies and regulations require that permits be obtained from SWFWMD if any of the following items (which is not intended to be an exhaustive list of all SWFWMD permit requirements) are proposed: (a) alteration to the master drainage system; (b) construction of additional impervious surfaces, including manmade ponds and/or lakes.
- 9. No Roadway Improvements Without Permit** . Neither an Owner of a Lot nor the HOA may undertake any roadway improvements without a permit from the County or appropriate entity.
- 10. No Improvements in the Drainage Swails** . Neither an Owner or Owners of a Lot or Lots nor the HOA may construct or maintain any building, residence, or structure in the Drainage Swales.
- 11. Zoning** . The Property and each of the Parcels is zoned MDR with no Agriculture uses, by the County, and all use thereof must conform to rules and regulations of the County regarding its zoning districts. No zone change shall be initiated by an Owner other than the Developer.
- 12. Owners Personally Liable to Obtain County Permits** . Each Owner is personally [jointly and severally, if more than one (1) Owner] responsible for consulting with the County's Development Department and/or the County's Planning Department, and obtaining all required building and other permits and approvals prior to the commencement of construction.
- 13. Deed Must be Recorded Prior to Issuance of Permit** . Before any building permit may be issued, to any person other than the Developer, for any Lot, a deed or other document of title or conveyance, pursuant to which title to the Lot is conveyed to the applicant, either solely or with others, must be recorded in the County's Public Records.
- 14. Owners Personally Liable to Obtain Permits** . Each Owner is personally [jointly and severally, if more than one (1) Owner] responsible for consulting with said Department and obtaining all required permits prior to the commencement of construction.
- 15. Indemnification by Owners** . Each Owner of each Lot [jointly and severally, if more than one (1) Owner], and their successors and assigns, by accepting title to a Lot, shall be deemed to have agreed to fully and personally indemnify, defend, and hold harmless the Developer, the HOA, and all past, present, and future HOA officers, members of the Board of Directors (individually and collegially) of the HOA, and other Owners, together with each and every of their respective agents and/or employees, from any damage, claim, expense, debt, due, cost, charge, or other liability of any nature whatsoever (including reasonable attorneys' fees and other legal costs, regardless of whether litigation or appeals are commenced or pursued) arising directly or indirectly from, the failure or refusal of that Owner or any of that Owner's Co-Owners and/or agents to either obtain or abide by the terms of any permit required by any governmental agency for any improvement to or other activity upon any Parcel, and the liability for same shall be a charge and continuing lien upon the Lot or Lots, and the personal liability, of that Owner and/or those Owners, and their successors and assigns, in the same manner, and with the same priority, and shall be documentable and

enforceable, by any person entitled to such indemnity, in the same manner as provided for the levy, lien, enforcement, and collection of assessments pursuant to Section IX.

ARTICLE XI - - REMEDIES FOR VIOLATION

Remedies . As provided by provisions, above, either the Developer, the HOA, or any Lot Owner aggrieved by any violation of these Covenants may proceed at law or in equity against violators for relief from, or damages on account of, such violations, and the prevailing party in any controversy over any alleged such violations shall be entitled to recover its costs and expenses, including attorneys' fees and other legal costs and expenses, regardless of whether litigation and/or appeals are either commenced and/or pursued.

ARTICLE XII - - DURATION OF DECLARATION

1. **Declaration is Perpetual** . This Declaration, and the benefits bestowed and the obligations imposed by this Declaration, shall run with the land, and all parcels thereof, and shall be binding upon the Developer and upon all parties and all persons claiming under or through the Developer, in perpetuity unless revoked as provided in Section 10.1 below.
2. **Revocation** . This Declaration may be revoked by the vote of not less than seventy-five percent (75%) of the then Owners of all of the Lots, and the consent of the Developer (if any of the Parcels are then owned by the Developer), and a resolution of or other document executed by both the Developer (if required) and the HOA with the same dignity required of a deed, attesting to the vote, and memorializing said revocation, shall be recorded in the Public Records of the County.
3. **Expiration and Renewal - Saving Provision** . In the event any court of competent jurisdiction issues an order that is or becomes not subject to appeal, and holds that the perpetual existence of this Declaration is invalid and/or unenforceable, then this Declaration shall remain in force until midnight (2400 hours) United States Eastern Time on December 31, 2035, and shall be automatically renewed for each successive ten (10) year period thereafter, unless the Owners of at least seventy-five percent (75%) of the Lots, with the consent of the Developer or its assignees (if any of the Parcels are then owned by the Developer or its assignees), agree in a writing and/or writings, executed by said Owners (and by the Developer, if required) with the dignity required for the execution of deeds, to reject the renewal of this Declaration, and record the writing and/or writings in the Public Records of the County by not later than the June 30 preceding any such renewal date.
4. **Effect of Revocation or Non-Renewal of Declaration** . In the event either that this Declaration is revoked or that any renewal hereof is rejected, the revocation or rejection shall not change, alter, cancel, void, or otherwise affect any authority granted hereunder to levy assessments as liens upon the Lots, for those purposes herein described, and to enforce, foreclose, and collect same in the manner herein provided.

ARTICLE XIII - - DEVELOPERS RIGHT TO COMPLETE

1. **No Interference with Developer** . Until the Developer has closed the sales to Owners of all of the Lots, neither the Owners personally nor the HOA shall either interfere with either the completion of the contemplated improvements to the Subdivision or the marketing and sale of the Lots, or use the Common Elements to the detriment of the Developer.

ARTICLE XIV - - POWER OF ATTORNEY REGARDING COMMON ELEMENTS

1. **Power of Attorney Granted.** Each Owner of any Lot, by acceptance of a deed or other document of conveyance of either a legal or an equitable interest in or to the Lot, from either the Developer, another Owner, or any other person or entity, and regardless of whether explicitly so expressed in such deed or other document, shall be deemed to have irrevocably, and for the duration of this Declaration, appointed either the Developer and its successors and assigns, prior to the conveyance of seventy-five percent (75%) of the Lots by the Developer or its successors and assigns to Owners, or, thereafter, the HOA (which may act upon the simple majority vote of a quorum of its Board of Directors) or the successors and/or assigns of the HOA, as said Owner's attorney-in-fact to sign, execute, deliver, and record in said Owner's name, place, and stead, any and all documents (including, but not limited to, deeds, dedications, plats, mortgages, and subordinations) necessary and/or appropriate to:
2. **Pledge as Security for Loan** . Pledge and/or hypothecate any portion or all of the Common Elements as security for any loan the proceeds of which are to be used for any purpose for which either a regular or a special Administrative Assessment and/or Common Element Assessment may be levied against any one or more, or all, of the Lots.
3. **Convey to HOA** . Convey any portion or all of the Common Elements to the ownership of the HOA (or its successors and assigns), provided, however, that any such conveyance shall reserve to the Owners a continuing easement appurtenant to the Lots for the use of the Common Elements upon the same terms and conditions as is otherwise provided in this Declaration.
4. **Dedicate to Public** . Convey and/or dedicate of any portion or all of the Common Elements to the County for the benefit and/or ownership of the general public, and, upon acceptance by the County of such conveyance and/or dedication, for maintenance thereafter by the County.

ARTICLE XV - - INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. **Indemnification -- Secured and Paid by Assessment Lien.** The HOA shall hold harmless, indemnify, and defend its Officers and Directors under certain circumstances for certain claims against them. The obligations so required of the HOA shall be and hereby are secured by an Assessment Lien imposed upon the Lots under Section 7, and all Subsections thereunder, above, and the HOA and its Officers and Directors shall borrow such funds and/or levy such regular and/or special assessments that may be necessary and/or appropriate to fund and pay such obligations, without need for approval by either any Owner or the Developer.

ARTICLE XVI - - AMENDMENTS

1. **Amendment Procedure** . This Declaration and the Covenants herein contained may be amended an/or revoked, as follows:
2. **Amendments To the Declaration**. The Developer, until ninety percent (90%) of the Lots have been conveyed by the Developer to Owners, and, the Owners, thereafter and through the HOA, shall have the right to amend this Declaration, at any time from after the date hereof, to correct scrivener's errors and/or to clarify any ambiguities determined to exist herein and/or to change or add provisions for the purpose of meeting the requirements of governmental agencies and/or to add or modify restrictions in order to meet, in the Developer's or the HOA's (as the case may be) sole discretion, special problems or needs which may arise, or to enhance the value of Lots, provided that such amendments do not substantially and materially adversely affect the rights of Owners, lienors, mortgagees, or other persons with substantial interests in any of the Parcels. Such amendments need only be executed by the Developer or the HOA (as the case may be), and need not be approved by Owners, lienors, mortgagees, or other persons with substantial interests in any of the Parcels, and shall be recorded in the Public Records of the County.
3. **No Abrogation of Vested Rights** . Notwithstanding such approval, no vested substantial and material right of any person may be abrogated, without such person's consent, by the approval and recording of any Amendment to this Declaration.

ARTICLE XVII - - MISCELLANEOUS CONSTRUCTION PROVISIONS

1. **Construction** . The following provisions shall apply in all circumstances for the construction and/or interpretation of this Declaration:
2. **Number and Gender** . Any use of the plural or singular form shall include the other, and any use of any gender form shall include the male, the female, and the neuter, all as the context of said use may require.
3. **Conflict between Documents** . In the case of any conflict between any one or more of the Declaration, the Articles of Incorporation, and/or the Bylaws, the Declaration shall control over the Articles of Incorporation and the Bylaws, and the Articles of Incorporation shall control over the Bylaws. Rules and Regulations of the HOA, if any, shall have the lowest priority.
4. **Provisions Severable** . Invalidation, either of any part or parts of this Declaration or of any part or all of one (1) or more, or all, of these Covenants, by a court of competent jurisdiction shall not affect either the remaining portions of this Declaration or the remaining Covenants, or any portion or portions thereof, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert F. MacKeil and Angelina F. Marks, as General Partners, have executed this *Declaration of Covenants, Conditions, Easements, and Restrictions for The Kings' Forest Third Addition, and its Replat, and Future Additions Thereto, a Subdivision in Section 35, Township 18 South, Range 19 East, Citrus County, Florida*, effective as of the date first above written, with the intent to bind this Declaration to run with the Property and all Parcels thereof, and with the further intent that Robert F. MacKeil and Angelina F. Marks, by, through, or under either or both of them, shall be bound by and to this Declaration with regard to all of the Property and all Parcels thereof.

Robert F. MacKeil

Angelina F. Marks

Robert F. MacKeil

and

Angelina F. Marks

As General Partners, This 21 day of April 2006

Witness *Stephanie A. Cobb*

Witness *AW Franzini*

STATE OF FLORIDA

County of Citrus

The foregoing instrument was acknowledged before me this 21 day of April, 2006 by Robert F. MacKeil and Angelina F. Marks who have produced MA Drivers license as identification and did not take an oath.

Stephanie A. Cobb

