

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
FOR  
CLEARVIEW ESTATES OF CITRUS HILLS

THIS DECLARATION is made this \_\_\_\_\_ day of February, 1987, by CITRUS HILLS INVESTMENT PROPERTIES, a Florida General Partnership, the property owner holding title to The Property described in Article II, Section 1, hereof, which declares that the real property described in Article II, Section 1, hereof, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to hereafter as "Covenants and Restrictions") set forth below.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the CLEARVIEW ESTATES OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.

(b) "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board, composed of Samuel A. Tamposi, Gerald Q. Nash, and Scott Stephens, and their successors, as provided for in Article VI herein.

(c) "Lot(s)" shall mean and refer to any platted lot(s) within The Property, which is intended for use as a site for a single-family residence.

(d) "Unimproved Lot" shall mean and refer to a lot upon which construction of a residence has not, in the opinion of the Architectural Control Board, been substantially completed.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot; or to the purchaser of same under an Agreement for Deed.

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(f) "Member" shall mean and refer to every Owner who is a member of the Association as provided in Article III, Section 1, hereof.

(g) "Declarant" shall mean and refer to CITRUS HILLS INVESTMENT PROPERTIES, A Florida General Partnership, and its successors and assigns.

(h) "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, telephone, electricity, gas or television cable to The Property.

(i) "Living Space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, carports and the like.

(j) "Guest(s)" shall mean and refer to the lessee(s), tenant(s), licensee(s) and invitee(s) of an Owner.

(k) "Board" and "Board of Directors" shall mean and refer to the Board of Directors of the CLEARVIEW ESTATES AT CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC.

(l) "County" shall mean and refer to Citrus County, a political subdivision of the State of Florida.

(m) "The Property" shall mean and refer to the real property described in Article II, Section 1, hereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

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

CLEARVIEW ESTATES, Citrus County, Florida, recorded January 8, 1987, in the Public Records of Citrus County, Florida, at Plat Book 13, Pages 57-61, inclusive.

All of the real property hereinabove described shall sometimes be referred to herein as "The Property" and sometimes as the

"Existing Property". Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations. Such supplemental declarations may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties, but such additions and modification shall have no effect on The Property described in this Section unless specifically provided for.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the Covenants and Restrictions established by this Declaration within The Property together with the covenants and restrictions established upon any other property, as one scheme. However, no such merger or consolidation shall affect any revocation, change or addition to the Covenants and Restrictions established by this Declaration.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or legal entity who is a record owner of a fee or undivided fee interest in any Lot, or a purchaser of same under an Agreement for Deed, as those terms are defined in this Declaration, shall be a member of the Association.

Section 2. Voting Rights. Each member shall have the following voting rights:

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(a) The Owner(s) of each Lot shall be entitled to one vote for each Lot. When more than one person or legal entity holds or is purchasing a Lot, they shall cast said vote as they, among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot. When a single vote cannot be so determined, the Secretary of the Association shall declare the suspension of the vote for said Lot.

(b) Notwithstanding any provision to the contrary, the Declarant shall have the right to vote a majority of the votes cast at any meeting of the Members for three (3) years after the recording of this Declaration, or until the Declarant waives, by an instrument in writing, the right to elect a majority of the Board of Directors. Declarant shall have the right to elect one (1) member of the Board of Directors until such time as Declarant no longer holds title to any lot(s) or unit(s) in The Property. The Members, other than Declarant, shall have the right to elect one (1) member to the Board of Directors after the expiration of three (3) years from the date of recording of this Declaration.

ARTICLE IV  
MAINTENANCE

Section 1. Public Rights-of-Way. The Association may, though it is not obligated to do so, maintain, repair and replace the public rights-of-way and appurtenances thereto located in The Property, including, but not limited to, landscaping, paving, drainage, as well as street lighting and security. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

Section 2. Association's Responsibility. The Association:

(a) shall maintain and keep in good repair the fence which borders both sides of the "RIDING TRAIL EASEMENT", as such easement is depicted in the recorded plat referred to in Article II, Section 1, herein. The scope of this responsibility shall include the replacement of all or part of said fence to the extent

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that such replacement becomes necessary.

(b) Shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

(c) The foregoing maintenance shall be performed consistent with Standards established by the ACB.

Section 3. Owner's Responsibility. Except as provided in Section 2, above, all maintenance for each Lot and improvements thereon shall be the responsibility of the Owner thereof. Such maintenance shall be performed consistent with this Declaration and the Standards established by the ACB. In the event that the ACB determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his family, or guests, and is not covered or paid by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any such Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and

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expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against such Owner's Lot.

Section 4. Other Owner Responsibility. Each Lot and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot and improvements thereon (whether vacant or occupied) in a neat and attractive condition, the ACB or its authorized agents or successors and assigns may, after 10 days' written notice to such Owner, enter upon such Lot to repair, maintain and restore the improvements and to have the grass, woods and other vegetation cut and debris removed, when and as often as the same is necessary in the judgment of the ACB, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment to which said Lot is subject.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Declarant covenants, and each Owner of any Lot shall, by acceptance of a deed or by entering into an Agreement for Deed therefor, whether or not it shall be so expressed in such deed or Agreement for Deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), with such Annual and Special Assessments to be established and collected as hereinafter provided.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used: (1) for the improvement, repairs and maintenance of the public rights-of-way located within The Property (to the extent not otherwise provided for by municipal, county or state government); (2) to provide for the

repair and maintenance of the riding trail fence; (3) to provide for such maintenance as deemed necessary by the Board; (4) to provide for the staff and expenses, if any, of the ACB; (5) to provide for the enforcement of these Covenants and Restrictions; (6) to provide guard service and security forces to The Property; and (7) to provide such other services which the Association is authorized to provide.

Section 3. Basis for and Maximum Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
EACH LOT	\$75.00

Assessments charged by the Association shall be rounded off to the nearest \$1.00.

Until 1990, the maximum Annual Assessment shall not be increased by more than ten percent (10%) above the maximum assessment for the previous year. Assessments to each owner shall commence upon the sale of a Lot, or upon the acceptance of an Agreement for Deed by the Declarant.

From and after 1990, the maximum Annual Assessment, when imposed, may not be increased above ten percent (10%) of that of the previous year except by a vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

The Board, without the approval of a majority of the members, shall not fix the Annual Assessment in an amount in excess of the maximum prescribed by this Section.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than 10 days or more than 60 days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast 35 percent of all the votes of the

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membership shall constitute a quorum. If the required quorum is not present another meeting shall be called, subject to the same notice requirements, and the required quorum at such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1, 1987. The amount of the assessment for the first year shall be \$75.00. Thereafter, the Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date(s) and time for payment(s), which may be monthly, quarterly, semi-annually, or annually shall be established by the Board. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. Persons acquiring Lot(s) from Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on such Lot(s).

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot against which each such assessment was made. Notwithstanding the preceding sentence, any individual who acquires title to a Lot upon the death of an Owner, or by operation of law, shall be personally liable for unpaid assessments with respect to such Lot.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of ten percent (10%) per annum, or the highest rate permitted by law, not to exceed fifteen percent (15%), whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or Lots on which the assessment is unpaid, or may foreclose the lien against the Lot on which the assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, actual attorneys' fees and the costs of preparing and filing the claim of lien, the complaint in such action and the suit thereon.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Mortgage. The lien for the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, and all persons claiming by, through or under such purchaser, or a mortgagee, shall hold title subject to the liability of and lien for any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot, by reason of the provisions of this Section 7, shall be deemed to be an assessment divided equally in amount, payable by, and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 8. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such Lots, provided that Declarant funds any deficit in the operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to the Lots that it then owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association as reserves for future expenses, shall be held by the Association in trust for the Owners, as their interests may appear.

ARTICLE VI  
ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board. There is appointed for the purposes of and with the powers hereafter expressed, an Architectural Control Board ("ACB") whose initial members shall be Samuel A. Tamposi, Gerald Q. Nash and Scott Stephens, or a representative of same designated by a majority of the members of said ACB. In the event of the death or resignation of any member of said ACB, the remaining member, or members, shall have full authority to approve or exercise the powers and authority of the ACB, as hereafter provided, or to designate a representative with like authority. Neither the members of the ACB, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant.

Section 2. Construction. No building, fence, wall, swimming pool or other structure, including a satellite dish for television reception, or landscaping shall be placed, erected, or maintained upon any Lot, nor shall any exterior addition or change in the configuration thereof or change in the exterior appearance thereof or change in landscaping be made until plans and specifications

showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the ACB in writing, as to harmony to external design and location in relation to surrounding structures and topography. The ACB may establish architectural criteria to be applied in determining whether to approve any proposed construction or modification. Such criteria may include the size, styling, materials, colors, roofscape, garages, driveways, fences, screening and landscaping.

Section 3. Plans and Specifications. Plans and specifications for final approval shall include the following:

(a) Complete plans and specification sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placement of any structures, garage, outbuildings and walls or fences.

(b) Front elevation and both side elevations, or front elevation and one side elevation and rear elevation, of structures (plus) elevations of walls and fences.

(c) A perspective drawing, if deemed necessary by the ACB, to interpret adequately the proposed exterior design.

(d) Data as to materials, colors and texture of all exteriors, including roof coverings, fences and walls.

(e) A landscaping plan for the Lot.

(f) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 30 days after the filing of the proposed plans and specifications. If such notice is not given within 45 days after submittal of the plans and specifications, then approval for same shall not be required, but all other Covenants and Restrictions, herein contained, shall remain in full force and effect.

Section 5. Appeal. An Owner may appeal any disapproval of the ACB to the Board, which shall consider the matter at its next following regular meeting.

Section 6. Inspections. The ACB, through its authorized representatives, may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

Section 7. Indemnification. The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to, attorneys' fees and costs, arising from or by virtue of any action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties as granted to the ACB by this Declaration. The Association shall not be required to indemnify the ACB or any member thereof for action brought by the Association in which the Association is successful.

ARTICLE VII  
GENERAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to The Property. In addition to and not in lieu of the following General Use Restrictions, supplemental Covenants and Restrictions may be filed contemporaneously herewith, or at such time as the Declarant may deem appropriate.

Section 2. General. The Board may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and The Property. This authority shall include, but not be limited to, the right to limit the type and size and the maximum and minimum speeds of vehicles used within The Property. The Association shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles used within The Property. Such

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regulations and use restrictions shall be binding upon all Owners and their guests until and unless overruled, cancelled, or modified at a regular or special meeting by the vote of members holding a majority of the total votes in the Association.

Section 3. Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No business or commercial activity shall be carried on or upon any Lot at any time except with the written approval of the Association. Leasing of a Lot shall not be considered a business or commercial activity.

Section 4. Living Space. Each single family residence shall consist of at least 1700 square feet of living area excluding carports, patios or similar covered but unheated or uncooled areas.

Section 5. Leasing. Lots may be leased for residential purposes.

Section 6. Guests Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall apply to all Guests of any Owner.

Section 7. Signs. No sign of any kind shall be erected by any Owner on or at a Lot without the advance written consent of the ACB. The Association, by resolution of the Board, shall have the right to erect reasonable and appropriate signs.

Section 8. Nuisances. No noxious or offensive activity shall be carried-on in or at any Lot, nor shall anything be done thereat which may be, or may become, an annoyance or nuisance to the neighborhood or to any other Owner.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Property, nor shall oil wells, tanks, tunnels, mineral excavations

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or shafts be permitted upon or in The Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of The Property subject to these restrictions.

Section 10. Visability at Intersections. No obstruction to visibility at street intersections or access area intersections shall be permitted.

Section 11. Garbage and Trash Disposal. Refuse, garbage or rubbish shall not be dumped or burned or allowed to remain at or on any Lot, except that garbage, rubbish or other debris, properly contained in covered metal or plastic receptacles, may be placed on the Lot for collection when placed in a walled-in area, which is not visible from adjoining Lots or road rights-of-way; provided however, that the requirements of Citrus County, Florida, for disposal or collection of garbage and trash shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. Parking. Owners shall provide adequate off-street parking for the parking of automobiles owned by such Owner, and his guests, and shall not park or allow his guest(s) to park automobiles on the adjacent road and road rights-of-way.

Section 13. Easements. Easements for installation and maintenance of utilities and for ingress and egress thereto, are reserved as shown on the recorded plats of The Property. Also reserved are the Riding Trail Easements as identified in Article VIII. Within these easements, no structure, planting or other material shall be placed or be permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area shall be maintained continuously by the Owner, except for the installations for which a public authority or utility company is responsible, and except for the Riding Trail Easements. Public and private utility companies servicing The Property, the

Association, and Declarant, and their successors and assigns, shall have perpetual easements for the installation and maintenance, or water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines cables and conduits and television cables and conduits under and through such portions of each Lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping, in the installation and maintenance of such utilities, shall be promptly restored and repaired by the utility or entity whose installation or maintenance caused the damage. An easement is hereby reserved over the rear 10 feet of each Lot for utility installation and maintenance, where a greater easement has not been established by these Covenants and Restrictions or the plat of The Property.

Section 14. Screening of Equipment. Any electrical or mechanical equipment, if otherwise visible from any road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. The prior written approval of the ACB shall be required for the type and placement of the structure or shrubbery to be utilized.

Section 15. Setback. No structure shall be located on any Lot less than 40 feet from the front Lot line for all Lots covered by these Covenants and Restrictions, nor less than 25 feet from any side street line. No structure, whether garage, utility building or out-building shall be located less than 25 feet from any side lot line. No residence shall be so located so as to reduce the rear yard of the Lot on which it is located to less than 45 feet, including easements.

Section 16. Vehicle and Equipment Storage. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a Lot covered by these Covenants and Restrictions shall, at any time, be used for human habitation. The keeping of a mobile home,

a motor home, travel trailer, or motor boat, houseboat, or similar water born vehicle, shall only be maintained, stored, or kept on any Lot if housed completely within a structure which has been approved, pursuant to Article IV hereof, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored on the Lot in a manner approved by the ACB. To obtain the approval of the ACB for the storage of such a vehicle, the Owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to adjoining Owners.

Section 17. Construction Materials. Every structure placed on any Lot shall be constructed from new materials unless the use of other than new materials shall receive the written approval of the ACB, and no structural building shall be moved onto said Lot without the express, written consent of the ACB having first been secured in advance.

Section 18. Topography. No changes in the elevation of the land shall be made which will interfere with, or modify, the drainage from any Lot, or otherwise cause undue hardship to adjoining property.

Section 19. Animals. No animals or poultry of any kind other than house pets, shall be kept or maintained on, or in any part of, any Lot. Horses are prohibited on or at any individual Lot.

Section 20. Electrical Power. Underground electrical lines are the only means of electrical power allowed, and it is the responsibility of the Owner to secure such underground electrical power, if needed.

Section 21. Water Supply. A central water system, which will be owned and operated by a utility system, shall furnish water to each Lot. It shall be the responsibility of each Owner to pay connection fees, use fees and any other costs imposed by

said utility, if any, to obtain water. Individual wells are prohibited and may not be used for any purpose.

Section 22. Cable Television. All Lots shall be serviced by a cable television company to be selected by the Declarant. No other cable television company(ies) shall be permitted to operate within or on The Property. Actual service hook-up, and costs associated therewith, shall be the responsibility of each Owner.

ARTICLE VIII  
SPECIFIC USE RESTRICTIONS AND EASEMENTS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to The Property as described herein, and are in addition to, and not in lieu of, the general use restrictions under Article VII.

Section 2. Reserved Easements. Declarant reserves to itself, its successors and assigns, the following:

An easement 30 feet wide for Riding Trails, along the rear lot line and side lot line boundaries of the lots described in Exhibit "A" attached hereto and incorporated herein by reference. No obstacles or improvements shall be placed in said easement by any owner, for any purpose.

Section 3. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right to an easement for ingress and egress to The Property, which right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of this Declaration and the Bylaws, rules and regulations of the Association.

(b) Any Owner may delegate his right of use and enjoyment in and to The Property and facilities, if any, located

thereon to the members of his family and his guest(s) and shall be deemed to have made a delegation of all such rights to the occupants of any leased Unit.

Section 4. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within The Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving The Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve The Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 5. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of The Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a Lot to cure any condition which may increase the

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possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board of Directors.

ARTICLE IX  
CLUB MEMBERSHIP

The Owner of each Lot to which these Covenants apply shall be eligible for, but not otherwise entitled to, membership in a private stable and riding club as a resident member. Such membership shall be in accordance with the by-laws and the rules of said private club as they presently exist or may from time to time be amended.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then-Members having two-thirds of the votes in the Association shall have been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly made when personally delivered or mailed, First Class Postage prepaid, to the last-known address of the person or legal entity who appears as the Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, an Owner, or the ACB may enforce these Covenants and Restrictions by a proceeding at law or in equity against any person or persons

violating or attempting to violate any covenant, condition, restriction, or easement given herein, either to restrain the violation thereof, or to recover damages for such violation; or against the Unit to enforce any lien created by these Covenants and Restrictions. The failure of the Declarant, the Association, the Owner(s) or the ACB to enforce any of these Covenants and Restrictions shall give rise to the right of any Owner to compel the Association to enforce these Covenants and Restrictions, or to otherwise perform its obligations hereunder. Should the Declarant, the Association, or the ACB bring any action or suit, either at law or in equity, or both, to enforce these Covenants and Restrictions, or should the Declarant bring suit against the Association to compel same to perform its obligations hereunder, it shall be entitled, in addition to all other relief provided by law, to reasonable attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or other court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for, the amendment of this Declaration, the covenants, conditions, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time, and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to ten (10) percent or more of the Lots in The Property; or, alternatively, (2) by Owners who collectively hold not less than two-thirds of the votes of the membership in the Association, provided that, so long as the Declarant is the owner of any property affected by this Declaration, the Declarant's consent thereto must be obtained. The Declarant shall not amend this Declaration in such a way as to materially or adversely affect the interests of the then-present Members, unless

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a majority of such Members, voting at a special meeting duly called therefor, agree to such amendment.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine and the neuter.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand on the day and date first given above.

WITNESSES:

M. Anne Shaver  
Cynthia Artz  
M. Anne Shaver  
Cynthia Artz

CITRUS HILLS INVESTMENT PROPERTIES  
A General Partnership

By: Gerald Q. Nash  
Gerald Q. Nash  
Managing Partner  
Samuel A. Tamposi  
Samuel A. Tamposi  
Managing Partner

State of New Hampshire  
County of Hillsborough

I certify that on this date before me, an officer duly authorized in the state and county above named to take acknowledgments, personally appeared Gerald Q. Nash and Samuel A. Tamposi, known to me to be the persons described in and who executed the foregoing instrument as managing partners of Citrus Hills Investment Properties, a General Partnership. They acknowledged before me that they executed the instrument as the act and deed of the partnership for the uses and purposes therein mentioned.

Executed and sealed by me at Rashua, New Hampshire, this 18th day of February, 1987.

M. Anne Shaver  
NOTARY PUBLIC, State of  
New Hampshire

My Commission Expires: 2/16/88

Jennifer Vlahos 07-23-87

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
CLEARVIEW ESTATES OF CITRUS HILLS

EXHIBIT A

(Reference: Article VIII, Section 2.(a))

RIDING TRAIL EASEMENTS

1. An easement, 30 feet wide along the rear lot line of:

Block 5: Lots 2 through 26, inclusive  
Block 6: Lots 3 through 30, inclusive

2. An easement 30 feet wide along the side lot line of:

Block 5: Lot 26 (North Side Lot Line)  
Block 6: Lot 3 (North Side Lot Line)  
Block 9: Lot 1 (East Side Lot Line)  
Block 9: Lot 2 (West Side Lot Line)  
Block 10: Lot 1 (West Side Lot Line)  
Block 10: Lot 2 (East Side Lot Line)

18-02-70

Jennifer Vichers

*J. Vichers*  
D.C.

87 FEB 20 PM 4 02

FILED & RECORDED  
DEPT. OF RECORDS  
CITRUS COUNTY, FLA.  
1987

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