

APPROVED: _____

3756

AMENDED AND RESTATED QUAIL RUN

DECLARATION OF RESTRICTIONS AND COVENANTS

This Amended and Restated Quail Run Declaration of Restrictions and Covenants (the "Declaration") is made this 5th day of May, 1986, by P P & F, Inc., a Florida corporation (the "Developer") as the developer of Quail Run and the owner of the lots described in Exhibit "A" attached hereto and by reference incorporated herein.

RECITALS

A. On or about March 2, 1981, the Developer recorded the Quail Run Subdivision Restrictions among the Public Records of Citrus County, Florida, in O.R. Book 572 at page 1009, and on August 27, 1984, the Developer recorded Amended Quail Run Subdivision Restrictions (the "Amended Restrictions") in O.R. Book 649 at page 612, Public Records of Citrus County, Florida.

B. The Developer, as the owner of more than 75% of the lots subject to the Amended Restrictions, hereby amends and restates the Quail Run Restrictions, as amended, pursuant to the provisions of paragraph 19 of the Amended Restrictions.

C. This Declaration is intended to completely amend, restate and supersede the prior Quail Run Restrictions, as amended.

NOW, THEREFORE, Developer hereby declares that all of the lots in Quail Run, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 12, pages 3 and 4, and Quail Run Phase II, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 13, at pages 55-56, Public Records of Citrus County, Florida and any additional lots annexed pursuant to the provisions of Article 3 hereinafter (the "Subdivision") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Use Restrictions

Section 1.1 Residential Use. The lots which are subject to this Declaration shall be used only for the construction of one single-family residence and for no other purpose. No

BOOK 761 PAGE 047

mobile home or temporary dwelling shall be placed on any lot subject to this Declaration save and except the mobile homes presently located on Lots 7 and 29, Quail Run. Notwithstanding anything to the contrary herein, the Developer, its successors or assigns shall have the right to maintain a sales office or model on any lot in the Subdivision so long as the Developer, its successor or assigns has one or more lots for sale in the Subdivision. No lot shall be subdivided except for the purpose of combining one or more lots under common ownership for the purpose of constructing one single-family residence.

Section 1.2 Minimum Size. No residential structure shall be built on any lot that has less than 900 square feet of living space, measured by outside dimensions, exclusive of utility rooms, enclosed porches, garages, carports, etc. All dwellings shall be provided with a minimum of a one car garage.

Section 1.3 Construction/Materials. All structures within the Subdivision, which shall include but not be limited to workshops, garages, sheds and utility buildings shall be constructed of new materials in a substantial and workmanlike manner and shall be of a brick, masonry, or wood frame design compatible with the overall appearance of the other structures in the Subdivision.

Section 1.4 Walls and Fences. No wall shall be constructed along the property line or within five (5) feet of any property line of any lot without the written consent of the Developer, or its assigns. Hedges and fences along property lines or within five (5) feet of a property line of a lot shall not exceed six (6) feet in height. All fences must be approved by the Developer, or its assigns before installation and must conform to the specifications of Citrus County, Florida.

Section 1.5 Signs. No sign of any kind shall be displayed to the public view on any lot in the Subdivision, except that there may be a maximum of one (1) sign not exceeding 36" X 24" advertising the property for sale or rent; also, such signs as are used by the Developer or builders to advertise property during the construction and sales period may be placed on such lots.

Section 1.6 Nuisances. No noxious or offensive trade or activity shall be carried on within the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance.

Section 1.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot, and provided further that

no more than a total of two animals per household may be kept on any lot. All animals shall be on a leash when outside of the owner's lot.

Section 1.8 Vehicles. No vehicles shall be left in the Subdivision that are inoperative or which do not have current licenses.

Section 1.9 Parking. No parking of house trailers, travel trailers, recreational vehicles, boats, etc. shall be permitted at any time on any road or street in the Subdivision or on any lots in the Subdivision except in fenced in rear yards.

Section 1.10 Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all of which items shall be kept in sanitary containers, properly concealed from public view. Burning of garbage is prohibited on any lot in the Subdivision.

Section 1.11 Soil Removal. No lot shall be used for the purpose of removing soil or as a borrow pit.

Section 1.12 Clothes Lines. Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from a road or street in the Subdivision or bordering it.

Section 1.13 Television Dishes. No television receiving dish or similar device shall be erected or placed on any lot except in rear yards in a location not visible from a road or street in the subdivision or bordering it.

Section 1.14 Pools. No above-ground pools shall be erected or placed on any lot without written consent of developer or assigns. Notwithstanding the foregoing, jacuzzis or whirlpools which are enclosed, incorporated in a deck or patio, may be installed in rear yards in a location not visible from any road or street.

Section 1.15 Wells. No water well shall be drilled, maintained or used on this property. Notwithstanding anything to the contrary herein the provisions of this paragraph shall not apply to any lot to which there is no central potable water system available.

Section 1.16 Governmental Regulations. To the extent required by law all state, county and local laws, regulations, and ordinances that are now and may in the future be in effect must be complied with.

Section 1.17 Maintenance. All lots and buildings shall be reasonably maintained and shall be kept in appropriate condition to maintain an attractive appearance of all the Subdivision. Notice will be given to the owner of any lot in violation

of those restrictions and sixty (60) days will be allowed to correct the violation. If the violation is not corrected within the time allowed, then the Developer, or its assigns, shall have the right, at any time, to take appropriate actions to remedy the violation and put the lot and/or any structure in a proper appearance so that these restrictions are complied with, and to make a reasonable charge for such services to the owner, and if the owner refuses to pay, to file a lien therefor.

Section 1.18 Common Areas. Notwithstanding anything to the contrary herein, the Developer reserves the right to designate one or more lots as common areas for the purpose of constructing recreation facilities for the use and benefit of the owners of the lots in the Subdivision and to convey those lots to the Association pursuant to Article 3 hereinafter.

ARTICLE 2

EASEMENTS

Section 2.1 Reservation. The Developer, or its assigns, specifically reserves unto itself, its successors or assigns a perpetual easement ten (10) feet in width running along the front of all lots, a five (5) foot easement running along the rear of all lots, and an eight (8) foot easement on all side lines of lots for utility purposes, drainage and water retention areas and courses, and for access to and from easement areas shown on the plats of the Subdivision (such easements being in addition to any easements shown on the plats of the Subdivision), and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas and courses are hereby reserved unto the Developer in and to all utility easement and drainage easement areas shown on the Plats of the Subdivision, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the plats of the Subdivision, however, shall impose any obligation on the Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them.

Section 2.2 Obstruction. Within easement areas reserved pursuant to this Article, as well as the easement areas shown on the plats of the Subdivision, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, the maintenance of drainage or water retention areas

and courses, access, or which may change the direction or flow or obstruct or retard the flow of water through drainage channels in such easement areas.

Section 2.3 Maintenance. The easement areas of the lot, whether as reserved hereunder or as shown on the plats of the Subdivision, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or the Association, as defined hereinafter, is responsible. With regard to specific easements for drainage shown on the plats of the Subdivision, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

ARTICLE 3

Homeowners' Association

Section 3.1 Right and Purpose. The Developer reserves the right to create a non-profit corporation, to be known as "Quail Run Homeowners' Association of Citrus County, Inc." (the "Association"), for the following purposes:

A. Enforcement of the terms and conditions of this Declaration.

B. Owning, operating and maintaining recreational facilities or other common improvements (the "Common Areas") for the use and benefit of the owners of the lots in the Subdivision, their family members, guests or invitees.

C. Assessing the owners of each lot (including the developer) in the Subdivision for a pro rata portion of the costs of maintaining and operating the Common Areas. Any assessments imposed by the Association shall be secured by a lien against the lot against which they are imposed. The lien for assessments shall be subordinate to any first mortgage lien against the lot.

D. Adopting reasonable rules and regulations relating to the use of the Common Areas.

E. Such other purposes as are necessary and desirable for the maintenance of the Subdivision.

Section 3.2 Automatic Membership. Upon creation of the Association, the owners of each lot in the Subdivision shall automatically be members of the Association. Each lot or combination of lots in the Subdivision shall be entitled to one vote on matters relating to the operation of the Association as more particularly set forth in the Association's Bylaws.

ARTICLE 4

Annexation of Additional Lands

Section 4.1 Right to Annex. The Developer reserves the right to amend this Declaration from time to time to annex additional lands owned by the Developer in Sections 29 and 32, Township 17 South, Range 19, Citrus County, Florida, lying North of State Road 491.

Section 4.2 Method of Annexation. The Developer may annex the additional lands from time to time by recording among the Public Records of Citrus County, Florida, an amendment or amendments to this Declaration describing the lands to be annexed herein. Upon recording an amendment or amendments annexing additional lands, the property described therein shall be subject to the terms and conditions of this Declaration. Amendments annexing additional lands may be executed by the Developer without the joinder or consent of the Association, any lot owner or mortgagee having an interest in any property, subject to the terms and conditions of this Declaration. Until annexed herein, this Declaration shall have no effect upon nor encumber the additional lands owned by the Developer.

ARTICLE 5

Miscellaneous

Section 5.1 Term. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the property subject hereto, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 5.2 Binding Effect. Every person, firm or corporation purchasing a lot in the Subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm or corporation, to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

Section 5.3 Model Homes. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that the Developer or his agent or assigns has the right to maintain homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until all of the lots have been sold.

Section 5.4 Street Maintenance. In accordance with Citrus County Ordinance 83-01, the Developer or its assigns hereby agrees to maintain the roads or streets in the Subdivision in repair for a period of three (3) years from the date the same were accepted by the Citrus County Board of County Commissioners,

after which time Citrus County shall be responsible for maintenance of all dedicated road right-of-ways.

Section 5.5 Amendment or Termination. This Declaration may be amended or terminated only by the affirmative vote (in person or by proxy) or written consent of owners representing 75% of the lots subject to this Declaration. Any amendment or termination must be recorded among the Public Records of Citrus County, Florida. No amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer. Notwithstanding the foregoing, the Developer may amend this Declaration pursuant to the provisions of Article 4.

Section 5.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5.7 Enforcement - Attorneys' Fees. The Developer, the Association, or the owner of any lot in the Subdivision, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association or by any lot owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so hereafter. In the event any legal proceeding is required to enforce the terms and conditions of this Declaration, the Articles of Incorporation or Bylaws of the Association, the prevailing party shall be entitled to recover all costs incurred therein, including reasonable attorneys' fees, whether or not suit may be filed.

IN WITNESS WHEREOF, the officer has affixed his signature hereto this 5th day of May, 1986.

Witnesseth:

Shirley R. Polik

Margaret Brainerd

P P & F, INC., a Florida corporation

By: George L. Pattison Jr.
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was executed before me

DMS:mn
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-7-

BOOK 761 PAGE 053

this 5th day of May, 1986, by
James H. Peterson, as Secretary of P
P & F, INC., a Florida corporation, as the free apt and deed of
said corporation.

Ann P. Shortridge
Notary Public - State of
Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 11, 1986
BONDED THRU HUCKLEBERRY, SIBLEY
& HARVEY INSURANCE & BONDS, INC.

LEGAL DESCRIPTION OF LOTS OWNED BY DEVELOPER

Lots 1-6 inclusive, 8-14 inclusive, 16-28 inclusive, 30-54
inclusive Quail Run, a subdivision of Citrus County, Florida,
according to the plat thereof recorded in Plat Book 12, pages 3
and 4, Public Records of Citrus County, Florida.

-AND-

Block "A", Lots 1-32 inclusive, and Block "B", Lots 1-42
inclusive, Quail Run Phase II, according to the plat thereof
recorded in Plat Book _____, at pages _____ and _____, Public
Records of Citrus County, Florida.

EXHIBIT "A"

DMS:mn
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-8-

BOOK 761 PAGE 054

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Jennifer Vickers

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