

67-14.
B. 100
100
100

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering CRYSTAL GLEN, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 14, pages 20-26, of the Public Records of Citrus County, Florida, together with any and all additional subdivisions which may be annexed from time to time by the Developer as provided for hereinafter.

WHEREAS, LECANTO INVESTMENTS, INC., a Florida corporation (hereinafter referred to as "Developer") owns lands lying and being situate in Citrus County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof, said real property being hereinafter referred to as the "Lands". From time to time, the Developer may annex in whole, or in part, the Lands set forth in Exhibit "A" or other properties, at which time the Lands shall be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, a portion of said lands is known by official plat designation as:

CRYSTAL GLEN, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 14, pages 20-26, of the Public Records of Citrus County, Florida;

WHEREAS, in addition to CRYSTAL GLEN, in the event the remaining Lands described in Exhibit "A", or any portion thereof, or other properties, are annexed in whole, or in part, by the Developer, and become part of the Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration of Covenants, Conditions and Restrictions, pursuant to Article XII, hereof, nothing herein to be construed as obligating the Developer to annex any of the Lands set forth in Exhibit "A" hereto.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Developer hereby declares that all of the platted real property described above and each part hereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I
Definitions

SECTION 1. "Association" shall mean and refer to the CRYSTAL GLEN PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is a part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 784
NEW PORT RICHEY, FLORIDA
34656-0784
(813) 842-8439

SECTION 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to drainage and conservation easements and easements for entrance amenities and any and all improvements constructed thereon, for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot shall include the parcel described as follows:

All of Tracts B, C, D, E, F and G, as recorded on the plat of CRYSTAL GLEN, according to Plat Book 14, pages 20-26, of the Public Records of Citrus County, Florida.

Additional parcels may be added to the Common Area from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter. The term "Common Area" shall not however refer to the Recreation Area as shown on the plat, such area specifically being reserved by the Developer to be leased (and subsequently conveyed) to THE CRYSTAL CLUB, INC., a Florida non-profit corporation.

SECTION 4. "Developer" shall mean and refer to LECANTO INVESTMENTS, INC., a Florida corporation, its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to convey its rights as Developer pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein. LECANTO INVESTMENTS, INC., shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

SECTION 5. "Lot" shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

SECTION 6. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot.

SECTION 7. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 8. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 9. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and conservation easements, entrance features and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, Maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a residential lot or unit shall have a right and easement of

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 842-8439

enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, including, but not limited to, for the following reasons:

(1) any period during which any assessment against any lots or unit remain unpaid; or

(2) for a period not to exceed (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Developer in the event the Developer owns any property within the Subdivision or the property described in Exhibit "A" attached hereto, fifty-one (51%) percent of all the lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Citrus County, Florida, with formalities necessary for the recordation of a deed.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, for which a public authority or utility company is responsible or the drainage and conservation easements to be maintained by the Association as required by governmental rules, regulations and requirements.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to Developer, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

SECTION 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 847-8439

ARTICLE III
Membership In-Association: Voting Rights

SECTION 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting memberships:

CLASS A. Class A members shall be all owners, with the exception of the Developer, who shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one of the owners designated by the other to do so.

CLASS B. The Class B member shall be the Developer who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

B. on January 1, 1997.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of CRYSTAL GLEN PROPERTY OWNERS' ASSOCIATION, INC., as the same may be amended from time to time; provided, however, until such time as Developer ceases to own any property in the Subdivision and that property described in Exhibit "A", any action regarding the Common Area must be approved by the Developer.

ARTICLE IV
Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The owner, for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) general assessments or charges, which may be levied annually, semi-annually or quarterly as determined by the Board of Directors, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 784
NEW PORT RICHEY, FLORIDA
34616-0784
(813) 843-8439

01-26-89

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association who own property and reside in the subdivision; and

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of, and debris removal from the dedicated areas.

The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

1. electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;

2. maintenance of the grounds for the Common Area, dedicated areas and any area or areas wherein, including, but not limited to sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said subdivision;

3. carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments;

4. trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

5. maintenance of drainage and conservation area(s) and facilities therein or thereon.

6. any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;

7. there shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws, at a meeting duly called the Association may vote to establish a

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34616-0786
(813) 843-8439

01-26-89
Jennifer Nichols

reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

8. any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

9. maintenance of street lighting including but not limited to the payment of electric utility service obligations.

SECTION 3. Special Assessments for Capital Improvements.
In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent not less than of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4. Maximum General Assessment.

A. Until January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum yearly assessment shall be Ninety-Six and no/100 Dollars (\$96.00) per lot.

B. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

D. The Board of Directors may fix the general assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth in Article IV, Section 2.

E. Notwithstanding anything to the contrary stated herein, the Developer shall be excused from the payment of assessments for current operating expenses and reserves.

SECTION 5. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 6. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 8.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 764
NEW PORT RICHEY, FLORIDA
34654-0764
(813) 842-8439

Miller-Vickens 01-26-89

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or the Developer or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments as provided for herein; provided, however, this provision as to payment of assessments shall not apply to the Developer. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Budget. The Association subject to the maximum general assessments provided for herein, shall assess the members annually or semi-annually or quarterly through its Board of Directors a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Developer in a budget approved by the first Board of Directors and based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. Each lot owner's share for the first three years' budgets of the Association and/or any special assessment levied by the Association shall be no greater than the ratio of one (1) to the total number of lots platted as of the day of assessment(s) of said budget and/or special assessment and the Developer shall guarantee payment of actual costs in excess thereof to the Association until December 31, 1989. Except for this guarantee, Developer shall not be required to pay general and/or special assessments on a per lot basis; provided however, that Developer may, in Developer's sole discretion, extend such guarantee from year to year.

ARTICLE V
Exterior Maintenance

SECTION 1. Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the wilful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 842-8439

Jennifer Vickers 01-26-89

with such maintenance care and preservation set forth hereinabove.

ARTICLE VI
Use Restrictions

SECTION 1. The Subdivision shall be occupied and used only as follows:

A. Each unit shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation.

B. No business of any kind shall be conducted in any residence with the exception of the business of Developer and its transferees in developing all of the lots as hereinafter set forth.

C. No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area.

D. No sign of any kind shall be displayed to public view on a lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. The display of said signs shall be governed by the Association as its members through the Association's By-laws shall permit.

E. Nothing shall be done or kept on a lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

G. No rubbish, trash, garbage, grass clippings or other waste material shall be kept or permitted on any lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view. Each Owner shall assure that any dedicated areas between his property line(s) and a street and/or Common Area shall be maintained and kept clean and free of grass clippings, waste material and other debris.

H. No outbuilding, tent, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any lot or upon any of the Common Area within the subdivision either temporarily or permanently.

I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

J. There shall be a minimum setback for all residential dwellings as follows:

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 842-8419

Jennifer Vickers 01-26-89

1. There shall be a twenty-five (25) foot setback from the front lot line to the building or any supporting structure.

2. The side lot line setback shall be seven and one-half (7½) feet from any structure and/or wing walls.

3. The setback from the rear of the lot shall be fifteen (15) feet for the dwelling unit. The rear setback for pools, pool decks and pool enclosures shall be ten (10) feet. In no case shall any structure be built on a utility or drainage easement.

4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty-five (25) feet from the lot line abutting the street. The Association, through its Board of Directors, shall have the right to grant variances to these setbacks to the extent that such setbacks comply with minimum County setbacks.

K. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling approved prior to erection by the Association in writing.

L. Other than the above-mentioned single-family dwelling, no buildings may be erected on any building plot without the prior written consent of the Association's Architectural Committee and no structure of a temporary nature or character shall be used as a residence.

M. All buildings and fences and concrete sidewalks placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association and Architectural Committee in writing.

N. No building or structure shall be moved onto any lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

O. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any dwelling. Each unit owner shall be required to contract for garbage pick-up with an independent garbage service, if one is then available to the subdivision and the unit owner.

P. No dwellings shall have a square footage of less than 1400 square feet, exclusive of screened areas, open porches, terraces, patios, private attached garages and servants quarters or rooms; provided, however, Developer may waive this minimum square footage. Furthermore, the floor elevation for all residences shall be as recommended by the Developer's engineer.

Q. No lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be place under the surface of the ground or in walled-in areas so as not to be visible from the street or objectionable to any adjacent residence, and shall be kept in a clean and sanitary condition.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 784
NEW PORT RICHEY, FLORIDA
34656-0784
(813) 842-8439

804 MAY 1008

Jennifer Vickers 01-26-89

R. No above-the-ground swimming pools shall be installed on any of the lots in said Subdivision.

S. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which a public authority, utilities company or the Association is responsible.

T. No lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

U. Each Owner shall cause to be constructed and installed on his lot a concrete walkway which shall abut the public right-of-way and which shall run the length thereof. Said concrete walkway shall be not more, nor any less, than four (4') feet in width for the entire length of said lot along the public right-of-way and said concrete walkway shall be constructed and installed prior to the completion of any dwelling on any lot. Prior to construction, each Owner shall secure from Developer's engineer the sidewalk elevations which Owner must utilize in construction of the sidewalk.

V. All dwelling units shall have not less than a two-car attached garage and a concrete driveway.

W. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

X. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the lots and/or units and the Common Area, as set forth in the By-laws of the Association.

Y. No dwelling unit shall exceed two and one-half (2 1/2) stories in height.

Z. Each residence shall have sodded front, side and rear lawns, including easements and abutting rights-of-way with the sodding completed to the curb and shall have shrubbery plantings of a value of not less than Five Hundred and no/100 Dollars (\$500.00).

AA. Lot owners shall keep their property in clean and presentable condition. Any property owner in CRYSTAL GLEN, whether owner of vacant property or property with home, must keep the property free of any refuse, trash or debris, and must mow the lot as many times as is required to keep it neat. Should an Owner fail in keeping the property in a clean and neat condition, after fifteen (15) days' notice, the Developer, his agent, the Association, or the proper county authorities, shall have the right to enter upon the property, perform such mowing or trash removal as required and charge back to the lot Owner all costs entailed for such services. Once billed, unpaid charges will become a lien on the property after sixty (60) days. Trash, garbage or other rubbish shall not be kept except in containers properly concealed from public view. Each lot Owner becomes responsible for items in this paragraph from the date of closing for the purchase of the lot, or lot and home.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 842-8439

BB. Fencing made of wood materials shall be constructed not to exceed six feet (6') in height. Hurricane or cyclone type metal fences (chain link) shall not exceed four feet (4') in height. No fencing, hedge or wall will be allowed in front of the front building line of any house, or outside of the side dwelling line of a corner lot line. All fences shall be erected so that the finished side faces the outside of the property line (i.e., the posts should not be visible to the outside). No used material, barbed wire or chicken wire may be used for the construction of a fence.

CC. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.

DD. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons or the Association owning any real property situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same.

ARTICLE VII Architectural Control

No building, fence, roof antenna, satellite dish, cable television facility, master television antenna facility or other structure or residential dwelling shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plan and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association in accordance with the By-laws of this Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. In addition to the guidelines set forth hereinabove, the guidelines to be followed by the committee in the exercise of its duties shall be as follows:

A. Alterations, additions and improvements of residences. No Owner shall make any structural alteration, or shall undertake any exterior painting or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Architectural Committee. The committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Subdivision in a manner consistent with the plans of development thereof.

B. Miscellaneous additions and alterations. No building, fence, wall or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including replanting, antennae, clotheslines, or other external attachments be made until the plan and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34616-0786
(813) 842-8439

to and approved, in writing, by the Committee as to the harmony of external design and location in relation to surrounding structures and topography.

C. Damage and destruction of residences; approval of structural variances. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner shall result in a finished residence of exterior design harmonious with the other residences in the subdivision.

D. Approval of Association; how evidenced. Whenever in this Article the approval of the Association is required, such approval shall be in writing. In the event the Association fails to approve or disapprove within forty-five (45) days after receipt of a request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

ARTICLE VIII Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX Owners' Obligation to Rebuild

If all or any portion of a residential unit is damage or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE X Parking Restrictions

No Owner of a unit shall park, store, or keep any vehicle, except wholly within the garage or on the paved driveway, and no Owner shall park, store or keep any truck, camper, motor-home, boat trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway attached thereto. More specifically, no truck, camper, motor-home, boat, trailer, aircraft or any vehicle other than a private passenger vehicle, may be parked on the property other than within the garage. In no event shall any truck larger than a one-half (1/2) ton pickup be parked, stored or kept in any parking garage or driveway incident thereto. No Owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle of any portion of any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle on his parking garage driveway, attached to his unit, in such a manner that the vehicle extends into the street.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 784
NEW PORT RICHEY, FLORIDA
34616-0784
(813) 843-8439

804 1011

01-26-89

ARTICLE XI
General Provisions

SECTION 1. Enforcements. The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date that the Declaration is recorded.

SECTION 4. Amendments. This Declaration may be amended during the twenty-five (25) year period by an instrument signed by two-thirds or more of all the lot owners. Further, the Association or Developer shall have the right, notwithstanding the above, until the first day of January, 1997, to amend this Declaration to clarify any ambiguities or conflicts herein, without the consent of the Association, Owner or Mortgagee. Any amendment must be recorded upon the public records of Pasco County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 5. Utility Impact Fees. Each owner shall be obligated to pay any such impact or connection fee(s) imposed by the public or quasi-public entity, having jurisdiction thereof.

SECTION 6. Commercial Zoning. The property adjoining Crystal Glen is zoned for commercial use. The Owner of each lot and/or unit hereby acknowledges that the said property is zoned commercial. In the event Developer determines to utilize said property for residential purposes, the Developer shall have the option to include said property as a part of the residential development and impose the provision contained herein upon said property.

SECTION 7. Developer. Anything herein to the contrary notwithstanding during the time that Developer is actively developing or selling the Subdivision or the land described in Exhibit "A", Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision or the land described in Exhibit "A".

Section 8. Property Not Submitted. Any part of the property described in Exhibit "A" which is not made subject to these covenants may nevertheless be entitled to the non-exclusive use and benefit of private roads, Common Areas, utility and drainage systems within the Subdivision, provided that the Owners and/or occupants of said lands contribute to the

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34616-0786
(813) 842-8439

cost of maintenance of the roads, Common Area, utility and drainage systems on a fair and equitable basis with the members of the Association. This provision shall further, at the option of Developer, be applicable to the property described on Exhibit "C".

Section 9. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by Developer during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

ARTICLE XII
Annexation

The Developer may be permitted to annex any additional residential property and Common Area from the additional lands within the area designated in Exhibit "A" attached hereto, or other adjoining property, in whole or in part, without the consent of the Association, Owners or Mortgagees, within fifteen (15) years of the date of the recordation of this instrument. The additional lands described in Exhibit "A" or other adjoining property, shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Citrus County, Florida which said amendment shall be properly executed and acknowledged by the Developer, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

The additional properties referred to in Exhibit "A" or other adjoining property shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public record of Citrus County, Florida, from time to time.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 20th day of January, 1989.

LECANTO INVESTMENTS, INC., a
Florida corporation

By: [Signature], President

ATTEST:

[Signature]
Secretary

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656-0786
(813) 842-8419

BOOK 804 PAGE 1013

STATE OF FLORIDA)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this 20th day of January,
1989, before me personally appeared John Hudson
and Marianne Spozzato, (to me known to be the
persons who executed the foregoing instrument as President and
Secretary, respectively, of LECANTO INVESTMENTS, INC., a Florida
corporation, and each severally acknowledged the execution of
such instrument as officers for and on behalf of and as the act
and deed of said corporation, for the uses and purposes therein
expressed, pursuant to authority lawfully conferred upon them by
said corporation; and that the seal affixed thereto is the true
and genuine corporate seal of said corporation and was affixed
thereunto by said officers.

WITNESS my hand and official seal at New Port Richey, Pasco
County, Florida.

Virginia S. Sulo
Notary Public, State of Florida

My Commission Expires:

VIRGINIA S. SULO, NOTARY PUBLIC
STATE OF FLORIDA R#4/CG
MY COMMISSION EXPIRES 7/12/92

569029

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY S. BRIFLER, CLERK

'89 JAN 25 AM 9 24

VERIFIED BY:

D.C.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34616-0786
(813) 842-8439