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FIRST REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST RIDGE VILLAGE

THIS FIRST REVISED and RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST RIDGE VILLAGE ("Declaration") is made this day 18 of March, 2010, by Forest Ridge Village Property Owners Association, a Florida Corporation(Declarant)

WITNESSETH:

WHEREAS, FOREST RIDGE VILLAGE, Property Owners Association, Inc, is the entity charged with the operation and management of Forest Ridge Village and is sole record owner in fee simple of all common lands within Forest Ridge Village, as more particularly described in Exhibit "A" attached hereto and made a part hereof:

WHEREAS, Declarant, Forest Ridge Village, POA, desires to ensure the attractiveness of the individual lots, units and parcels and community facilities within the Property and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said Property and to provide for the maintenance of common areas and other community facilities and lawn maintenance; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner of the portions thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Property and to insure the owners' enjoyment of the specific rights, privileges and casements in the community properties and facilities, to create an organization to which should be delegated the assigned the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant is incorporated under the laws of the State of Florida, as a non-profit corporation, namely, FOREST RIDGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Forest Ridge Village has previously been recorded in the public records in Citrus County in Official Record Book 1073, Pages 1056-1095, inclusive and amendments thereto;

NOW, THEREFORE, the Declarant hereby declares that the Property identified in Article II hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$197.00
2010013023 BK:2345 PG:678
03/24/2010 01:19 PM 23 PGS
DPENNINGTO,DC Receipt #010163

Section 1. "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

Section 2. "Association" means Forest Ridge Village Property Owners Association, Inc., a Florida not for profit corporation, organized, or to be organized, under Florida Statutes.

Section 3. "Board of Directors" or "Board" means the Association's Board of Directors.

Section 4. "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 5. "Committee" means the Architectural Control Committee established pursuant to Article IV herein

Section 6. "Common Property" or "Common Properties" means (i) any property now or hereafter owned by the Association (whether or not such property constitutes a portion of the Property), (ii) any property designated in Exhibit "A", hereto, (iii) any property designated as Common Property in this Declaration or in any amendment or supplement to this Declaration, (iv) any portion of the Property designated on the plat(s) of the Property recorded in the Public Records of Citrus County, Florida ("Plat"), as Common Property (or words to that effect), (v) property to be maintained by the Association, and (vi) the property encompassed by any Southwest Florida Water Management District surface water management permit. Common Property may or may not constitute a portion of the Property and may be part of a dedicated right-of-way or easement.

Section 7. "Declaration" means this Declaration, as from time to time amended.

Section 8. "Documents" or "Documentation" means the legal documentation for the Property consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws and all amendments to any of the foregoing hereafter made and any other instruments or documents pertaining thereto.

Section 9. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family and constructed upon a Lot, Unit or Parcel of the Property. The term "Dwelling" shall include single-family homes, and attached single family homes.

Section 10. "Family" means 1) one or more persons each related to the other by blood, marriage, or legal adoption, or 2) a group of not more than three (3) persons not all so related, who maintain a common household Dwelling.

Section 11. "Lot" means any platted lot within the Property.

Section 12. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 13. "Owner" Means any person who from time to time holds record title to any Lot, Unit or Parcel. If more than one person holds such title, all such persons are Owners, jointly and severally.

Section 14. "Parcel" means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.

Section 15. "Person" means any natural person or artificial entity having legal capacity.

Section 16. "Property" shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Declaration.

Section 17. "Resident" means a regular occupant of a Dwelling.

Section 18. "Surface Water" or "Stormwater Management System," whether those terms are capitalized or lower case, means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 19. "Unit" means a single family unit pursuant to the declaration documentation applicable thereto.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is, and shall be held, transferred, sold, Conveyed and occupied subject to this Declaration is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Exhibit A and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Declaration less any deletions therefrom pursuant to this Declaration shall hereinafter be referred to as the "Property".

Section 2. Appurtenance. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel enjoying such benefit. Whenever any such rights or easements are described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots, Units and Parcels granted such benefit by this Article, unless this Article expressly grants such benefit to other persons. Except for the possibility in the future of the County agreeing to maintain the road, in no event will the benefit of any such easement extend to the general public.

Section 3. Utility Easements. Declarant has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Declarant hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat(s) (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Declarant hereby reserves unto itself and its successors and assigns an access easement over, under, across and through the Common Property and utility easements as may be required for the construction, maintenance and operation of a communication, cable television and security system. Such utilities, as well as the Declarant and their respective agents, employees, designees and assigns, shall have full rights of ingress and egress over any Lot or Parcel not constituting a Dwelling, for all activities appropriately associated with the purposes of said easements, but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage.

Section 4. Common Property

(a) Conveyance By Any Person. Any person may convey title to any portion of the Property or other property owned by such Person, or any easement or interest therein, to the Association as Common Property, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Citrus County, Florida.

(b) Use and Benefit. All Common Property conveyed to the Association shall be held by the Association for the use and benefit of the Association and the Owners of the Property, and their respective families, guests and invitees, the holders of any mortgage encumbering any Property from time to time, and any other persons authorized to use the Common Property or any portion thereof by the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation or record affecting the Common Property to the Association, and subject to any rules and regulations adopted by the Association. A non-exclusive easement of enjoyment and right for such use is hereby created in favor of all Owners and other persons entitled to the use and benefit as provided herein, and such easement and right shall be appurtenant to and pass with the title to their respective property.

(c) Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration or improvement, or any purchase of personal property which exceeds twenty five percent (25%) of the annual budget in effect at the time the addition, alteration, improvement or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith. The cost and expense of any such additions alterations or improvements to the Common Property or the purchase of any personal property shall be a common expense.

(d) Dedications. The Association as the Declarant reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental quasi-governmental agency or private or public utility company. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to the Covenants and Restrictions contained within this Declaration, unless the instrument so dedicating, granting, or conveying such property, interest or easement specifically provides that same is subject to the Covenants and Restrictions contained within this Declaration.

(e) Extent of Owner's Easement. The rights and easements of enjoyment created herein, shall be subject to the following:

(i) The right of the Association to limit the use of the Common Properties to Owners, their families and guests, and in reasonable numbers;

(ii) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot, Unit or Parcel remains unpaid, for a period of ninety (90) days or for a term determined by Florida Statute.

(iii) The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedications or transfer shall be effective unless the Owners entitled to at least two-thirds (2/3) of the votes agree to such dedication or transfer; provided, however, that this paragraph shall not preclude the Board of Directors of the Association from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the consent of the Owners.

(iv) The right of the Association to impose reasonable rules and regulations in respect to the use of the Common Properties in addition to those set forth herein.

(g) Extension of Rights and Benefits. Every Owner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association.

(h) Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by law and/or by the Southwest Florida Water Management District permit.

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 5. Covenants, Restrictions and Easements. The following provisions shall also apply to the use of the Property:

(a) General Restriction. The following easements and restrictive covenants are easements and covenants running with the land and are binding upon all Owners, their successors and assigns;

(i) Unless otherwise provided in the plat, declaration or other governing document, the Lots and Units shall not be used for any purpose except as a private dwelling for one Family; nor shall any trade, business, profession, or other type of commercial activity be carried on upon any Parcel without the express written consent of the Declarant (this shall not prevent an owner from renting its property for residential use); and, provided further that nothing herein shall be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

(ii) No noxious or offensive activity shall be carried on upon any Lot, Unit or Parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical

substance shall be kept on any Lot, Unit or Parcel except such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot, Unit or Parcel. No Owner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot, Unit or Parcel which will increase the rate of insurance as to other Owners or to the Association.

(iii) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot, Unit or Parcel at any time as a residence either temporarily or permanently.

(iv) Garbage Containers. No garbage or trash incinerator shall be placed or permitted to remain on a dwelling unit or any part of the property. The owner shall keep and maintain on said Dwelling Unit, covered garbage containers in which all garbage shall be kept at all times, at the option of the owner, whether within the residence or garage. The covered garbage container may be placed at the edge of the driveway for pick up on garbage day only. The garbage container must be returned inside the garage on pick up day.

(v) No individual water supply system shall be permitted on any Lot, Unit or Parcel unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities, and approval of such system as installed shall be obtained from the Committee and such governmental agencies.

(vi) There shall be no alteration, addition or improvement of any Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties, or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized by the Association

(vii) Only automobiles, vans constructed as private passenger vehicles, and pick-up trucks used as private passenger vehicles may be parked on the driveway overnight. No parking is permitted on the street overnight. No parking is allowed on the grass at anytime. Commercial trucks, vehicles with signs or lettering applied, trailers, campers, mobile homes, boats or boat trailers or recreational vehicles must be stored in fully enclosed garages with the doors closed and may not be parked in any driveway or upon any Lot, Unit or Parcel; provided, however, that it shall not be a violation of this provision for an Owner to park, in Owner's driveway, a camper, recreational vehicle, or a boat on a boat trailer, for a period of time not to exceed twenty-four (24) hours. No motor vehicles or boat repair work shall be conducted on any portion of the Property. No ATV vehicles may be used on the Property.

(viii) No mail box of any type shall be placed upon any Lot, Unit or Parcel nor affixed to any Dwelling unless the size and design thereof complies with the applicable rules and regulations of the Committee or has been approved by the Committee.

(ix) A satellite dish, or other communication device or antenna, is allowed per FCC regulations. Requested approval as to location and shielding must be submitted to the Association prior to installation. The installation must be harmoniously screened from adjoining properties and any roadways. No installation on the front of the home is permitted. The equipment must be shielded from view.

(x) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(xi) No Lot, Unit or Parcel shall be increased in size by filling in any water area it may abut. The elevation of a Lot, Unit or Parcel may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, Units or Parcels without the prior written approval of the Committee.

(xii) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, Unit or Parcel unless such installation complies with the applicable rules and regulations of the Committee or has been approved by the Committee. No more than ten percent (10%) of any Lot, Unit or Parcel (excluding building footprint) shall be planted covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Committee. In no event shall this provision prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping, as defined in s. 373.185.

(xiii) No automobile garage shall be converted to other use. All Lots shall have a paved driveway of stable and permanent construction. The driveway base shall be concrete and no driveway surface shall be painted, repainted, or otherwise artificially colored or re colored unless such variation shall comply with the applicable rules and regulations of the Committee or has been approved by the Committee.

(xiv) Clothes lines are allowed per the Florida Solar Energy Act. They must be located in the rear of any unit or on the lanai.

(xv) No fences, walls or hedges shall be constructed on any Lot, Unit or Parcel unless such item complies with applicable rules and regulations of the Committee or has been approved by the Committee.

(xvi) No sign of any kind shall be displayed to the public view on any Lot, Unit or Parcel except in connection with the offering for sale of such Lot, Unit or Parcel as follows: the exclusive sales agent for the Owner or the Owners may place one (1) professional sign not to exceed eight inches by twelve inches, which sign may only advertising the property "for sale" or "for rent" and which may be placed upon not more than one post, painted flat black in color, and which post shall not exceed forty-eight inches in height.

(xvii) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling except that two (2) common household pets such as dogs, cats or birds, may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be kept on leashes when outside of the Owner's Lot, Unit or Parcel. The Owner or other person harboring such pet must immediately use sanitary procedures to clean and remove any feces of the pet from the Property. It shall be a violation for any pet to cause or create a nuisance or unreasonable disturbance, including, without limitation, violating the foregoing sentence.

(xviii) No Dwelling shall be constructed upon any Lot, Unit or Parcel of the Property except the following models:

- (1) Bayberry;
- (2) Hawthorne;
- (3) Heather;

(xix) Each Unit shall be equipped with a post lamp, that is designed to operate from dusk until dawn. The Owner shall be responsible to ensure that the post lamp is turned on, with an operating bulb. Additionally, the Owner shall report malfunctions to the Association, or its management personnel.

(b) Rules and Regulations. The Board of Directors of the Association may from time to time adopt or amend the rules and regulations governing a) the interpretation and implementation of the restrictions set forth in this Declaration including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions as well as b) the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such rules and

regulations shall be furnished to each Owner prior to the time same become effective, and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

(c) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot, Unit or Parcel to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted by this Declaration, or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner, at reasonable times. Entry may only be upon reasonable notice whenever circumstances permit. Entry into any Dwelling upon any Lot, Unit or Parcel may not be made without the consent of its Owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(d) Easement for Encroachments. Each Lot, Unit or Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Lot, Unit, Parcel, or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Lot, Unit, Parcel, or the Common Property including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Lot, Unit or Parcel or the Common Property, if any, provided that such structures were constructed by the Developer or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Lot, Unit, Parcel or the Common Property shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant Lot, Unit, Parcel or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Lot, Unit, Parcel or the Common Property. In case of emergency, the right to entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Lot, Unit, Parcel or the Common Property. The owner of the servient Lot, Unit, Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Lot, Unit, Parcel or the Common Property which would unreasonably interfere with the rights of the Owners of the dominant Lot, Unit, Parcel or the Common Property granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient Lot, Unit, Parcel of the Common Property at the Owner's expense when requested by the owner of the dominant Lot, Unit, Parcel or the Common Property notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Lot, Unit or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

(e) Easement Reserved to the Association. Association hereby reserves unto itself, and its successors and assigns, 1) non-exclusive easements over, under, upon, and through, 2) as well as the right to grant easements over, under, upon and through, the Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services and cable television services, to or across, or providing drainage to or from the Property, any other property which may become part of the Property pursuant to this Declaration, or any other property adjacent to the Property, provided that any such easements shall not materially interfere with an Owner's reasonable use of such Owner's Dwelling.

Section 6. Ingress and Egress. Each Owner of a portion of the Property and each other occupant and invitee of or to a Dwelling is hereby granted and shall have a perpetual unrestricted easement over, across and through the Common Property for the purpose of pedestrian ingress and egress over the unpaved areas of the Common Property and vehicular ingress and egress over the paved areas of the Common Property, to

and from his/her Lot, Unit or parcel, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot, Unit or Parcel.

ARTICLE III: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Approval of Plans and Architectural Control Committee. For the purpose of further insuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot, Unit or Parcel shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of three (3) members appointed by the Board of Directors of the Association shall have the exclusive power and discretion to control and approve the construction, remodeling, or addition to the buildings, Dwellings, structures and other improvements of any kind on each Lot, Unit or Parcel in the manner and to the extent set forth herein. No Dwelling, building, fence, wall utility or yard shed or structure, driveway, swimming pool, swimming pool enclosure, sport/game or play structure, or any other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, Unit or Parcel nor shall any addition to or exterior change (including repainting) or alteration thereto be made, or shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. In addition, no tree may be removed from any Lot, Unit or Parcel without the Committee's written approval. The Committee may require that all architectural, remodeling and landscape plans be accompanied by site plans which show intended work in relation to the Lot, Unit or Parcel lines and also locates the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing stating with reasonable detail the reason(s) for disapproval. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials of which the same are proposed to be built, the Lot, Unit or Parcel upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing strictures therein, and the effect and appearance of such constructions as viewed from neighboring Lots, Units or Parcels. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the committee. Upon giving written approval, construction shall be started and pursued to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant. Restoration of the property to its original conditions may be required at the Owner's cost. All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

Section 2. Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement, or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Committee to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval, obtaining a building permit for same, or providing the Committee with written evidence from the controlling governmental authority that such permit will not be required. In that event, the Owner requesting architectural approval shall not proceed with any

addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Committee.

Section 3. No Liability. Notwithstanding anything contained herein to the contrary, the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or Homeowners Association due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Committee, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Committee shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

ARTICLE IV: ADDITIONS OR DELETIONS OF PROPERTY

Section 1. Mergers. Upon merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the Covenants and Restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

Section 2. Assessment Obligations of Owners. Any Lots, Units or Parcels of land added to the Property which are owned by Owners, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise, in accordance with the terms and provisions of Article IX of this Declaration in the same manner as all other Owners.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association, subject to and bound by the Association's Articles, By-Laws, rules and regulations, and this Declaration. The foregoing does not include Persons who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership of a Lot, Unit or Parcel shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more Persons, all such persons shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel.

Section 2. Voting and Classes of Membership. The Association shall have one class of voting membership. There shall be one vote for one lot. All votes shall be cast in the manner provided in this Declaration, as may be more particularly described in the By-Laws. When more than one Person holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such Persons determine, but in no event shall more than the number of votes designated be cast with respect to any such Lot, Unit or Parcel. Prior to the time of any meeting at which a vote of the membership is to be taken, the co-owners shall file the name of the voting co-owner with the Secretary of the Association in order that such voting co-owner be entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed. The By-Laws may provide more detailed provisions regarding the voting procedure for co-owners including, but not limited to, husband and wife co-owners, and also Persons which are corporations or other legal entities. There shall be no split vote permitted with respect to such Lot, Unit or Parcel. An Owner may cast his/her vote(s) upon becoming a member without

regard to a record date for determining those members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Association.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Association. The Association shall govern, make rules and regulations, control and manage the Lots, Units, Parcels and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the owner, and shall pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein including, but not limited to, the following specific maintenance and operational duties:

(a) Security: Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. If a security guard(s) or security guard service is employed by the Association, the Board of Directors shall determine, in their sole discretion, the schedule and cost of expense of security guard(s) or security guard service. Such guard and security services are provided only as a means of supplementing governmental agencies, and expressly are not provided as a guarantee of safety or security to the Owners, Residents, their guests, or any other Persons.

(b) Utilities, Taxes and Maintenance: The Association shall maintain the Common Properties and pay for all utility services, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Taxes on Common Property not owned but only maintained by the Association shall be paid by the owner thereof. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair.

(c) Insurance: The Association shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance as the Board deems adequate and advisable.

(d) Recreational Facilities: The Association shall be responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all recreational facilities, if any, located from time to time on the Common Property. Such recreational facilities may include, but not be limited to any or all of the pool facilities, clubhouse, and the like. The cost of operating, administering and maintaining the recreational facilities shall be paid by the Owners and included as part of the General Assessment as provided in Article IX of this Declaration. The General Assessment may also include an amount to amortize the cost of such capital improvements that will serve as the recreation facilities. Although provision is made herein for the provision of recreation facilities, the Association is not obligated to provide any recreation facilities. The Board of Directors may approve and modify rules and regulations regarding the use and operation of the recreational facilities of the Association.

(e) Lawn Maintenance: The Association shall care for and maintain all lawn areas within the Property including, but not limited to, lawns located on any Lot, Unit or Parcel from and after the time such Lot, Unit or Parcel has been sodded with lawn grass. Such maintenance shall consist only of mowing and edging the lawn and blowing off grass clippings from sidewalks and driveways adjacent to the respective lawn. Such maintenance will also include lawn pest and fungus control and fertilizing. Maintenance of the irrigation system shall be the sole responsibility of the Association. The cost of the lawn maintenance describe herein shall be paid by the Owners through the

General Assessments.

(f) Maintenance of Common Property and Other Portions of the Property: Unless otherwise limited or specifically described elsewhere herein or in Exhibit B hereto, the Association shall maintain all Common Properties and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which may be given, by declaration, dedication, easement or deed, to the Association. This burden shall also expressly include the responsibility for replacing shingles of the roofs of all Dwellings which may be needed due only to normal wear and tear. This burden shall also expressly include the re-painting of exterior walls of all Dwellings which may be needed due only to normal wear and tear. If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owner(s) of such Property. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other individual, corporation, partnership, trust or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any Owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the Association's insurance.

(g) Maintenance, Operation and Repair of Surfacewater Systems: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

(h) Additional Maintenance and Operational Duties: The Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties as well as any particular or limited duties more fully set forth in this Declaration. The Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall be included as a common expense of the Association.

The foregoing constitutes the basic general expenses of the Association and said expenses are to be paid by members of the Association as herein provided. It shall be the duty and responsibility of the Board of Directors to fix and determine from time to time, but not less frequently than annually, an operating budget which shall provide for the sum or sums necessary and adequate to satisfy the expenses of the Association. The procedure for the determination of the assessments to fund such budget shall be as hereinafter set forth in this Declaration. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles or by the By-Laws of the Association. Each assessment shall be levied by the Board of Directors and shall be payable in advance on a monthly, quarterly, semi-annual or annual basis, or otherwise as determined by the Board of Directors.

Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, and to lease the recreation areas, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

Article VII: LANDSCAPING OF LOTS, UNITS AND PARCELS AND MAINTENANCE OF IMPROVEMENTS THEREON

Section 1. Owners. Each Owner shall be responsible for the maintenance, repair and replacement of all improvements (including landscaping to the extent maintenance responsibilities are not assumed by the Association) on his/her Lot, Unit and Parcel and such other areas as are provided herein. Any area or matter, which is on an Owner's Lot, Unit or Parcel, not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by such Owner.

Section 2. Failure to Maintain. In the event an Owner of any Lot, Unit or parcel shall fail to maintain or repair his/her Lot, Unit or Parcel or the improvements thereon, if any, within fifteen (15) days written notice of same from the Association, then the Association, by approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot, Unit or Parcel and to repair, maintain, and restore the Lot, Unit or Parcel and any improvements. The cost of same shall be added to and become part of the assessment on that specific Lot, Unit or Parcel, and said cost shall be a lien upon said Lot, Unit or Parcel with the same force and effect as the liens on Lots, Units or Parcels for general assessments as provided in this Declaration and the Articles and By-Laws of the Association.

ARTICLE VIII: COVENANT FOR ASSESSMENTS

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

- (a) General Assessments, as defined in Section 2 of this Article; and
- (b) Special Assessments, as defined in Section 4 of this Article; and
- (c) Specific Assessments that are established pursuant to any provision of this Declaration, or as provided in Section 5 of this Article; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion

of the Assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made as provided in Section 8 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due

Section 2. Purpose of Assessments; General Assessments. The assessments levied by the Association must be used exclusively to promote the recreation, health, safety, common good and welfare of the Owners and/or Residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, and/or the Articles and By-Laws of the Association. In addition, assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements. The Association may levy an annual (or monthly) general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association, as set forth in this Declaration.

Section 3. Determination of General Assessments. Except with regard to the initial General Assessment, the amount of the General Assessment shall be levied against each Owner by the Board of Directors and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the General Assessment. The General Assessment shall be based upon the annual budget adopted by the Board of Directors. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the respective General Assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board of Directors may determine the period for which the General Assessment applies and may provide that the General Assessment may be payable in equal monthly installments without interest until delinquent, and pre-payable in whole at any time or times during the applicable discretion of the Board of Directors, the General Assessment may be collected each month. In any event, the Board of Directors shall fix the date(s) that the General Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified General Assessment in conformity therewith. If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred fifteen percent (115%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of the members having at least ten percent (10%) of the votes of the entire membership, shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each owner/member. At the special meeting, the owner/members shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. If a meeting of the owner/members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board of Directors shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment prior to the beginning of the new fiscal year, the budget and the General Assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and General Assessment is adopted.

Section 4. Special Assessments. In addition to the General Assessment, the Association may levy against each Owner in any fiscal year special assessments ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

Section 5. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration may also be assessed by the Association against such Owner's Lot, Unit or Parcel after such Owner fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice.

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

Section 7. Commencement of General Assessment: Payment of the General Assessment as to each Lot, Unit or Parcel commences on the first day of the month following the closing of the purchase of the respective Lot, Unit or Parcel by the Owner.

Section 8. Lien for Assessment. All sums assessed to any Lot, Unit or Parcel together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit or Parcel in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such lot, Unit or Parcel provided such lien of a First Mortgage must be recorded prior to the recording of Notice of Lien by the Association for assessments. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot, Unit or Parcel after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Association's lien.

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

Section 10. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. In addition, a late fee of \$15.00 shall be imposed for any assessment not paid within ten (10) days after its due date. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgments for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

Section 11. Foreclosure . The lien for sums assessed pursuant to this Article IX may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot, Unit or Parcel that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment

against the Owner for such deficiency.

Section 12. Subordination of Lien. Except where a Notice of Lien has been recorded in the public records prior to the recording of a valid First Mortgage, the lien for any assessment provided in this Article is subordinate to the lien of any such First Mortgage. Sales or transfer any Lot, Unit or Parcel does not affect the assessment lien. The Association may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

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

Section 14. Reserve Fund. The Association shall maintain a Reserve Fund to be used solely for making expenditure in connection with the Common Properties ("Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose the amount of the General Assessment which shall be added to the Reserve Fund.

Section 15. Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such service charge or fee incurred. This provision shall not limit the Association's available remedies to collect such amounts.

Section 16. Fines. The Association may levy a fine against any Owner for each violation of any provision of this Declaration, the By-Laws, or any rules or regulations promulgated by the Board, and shall not exceed \$100.00 per day, for up to ten (10) days, or \$1,000.00. Prior to imposing any fine, the Owner shall be afforded an opportunity for a hearing before a committee of members (not members of the Board or committees) and after reasonable notice to the Owner of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or rules and regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Owner shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the committee hearing to review, challenge and respond to any material considered by the Association.

At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Owner. If the Owner fails to attend the hearing as set by the Committee, the owner shall be deemed to have admitted the allegations contained in the notice to the Owner. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the Committees decision at the hearing.

ARTICLE IX: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded First Mortgage encumbering a Lot, Unit or Parcel (and the Dwelling thereon, if any) ("First Mortgage") and the extent

if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control;

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot, Unit or Parcel ("Insurer or Guarantor") and the number or address of the Lot, Unit or Parcel on which it has (or insures or guarantees) the First Mortgage, the Association shall undertake to furnish to each First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of: 1) any condemnation of casualty loss that affects either a material portion of the Property or the Lot, Unit or Parcel securing its mortgage, 2) any 60-day delinquency in the Unit or Parcel on which it holds the mortgage, 3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and 4) any proposed action that requires the consent of a specified percentage of the First Mortgagees.

(b) Any First Mortgagee of a Lot, Unit or Parcel who comes into possession of the said Lot, Unit or Parcel pursuant to the remedies provided in the mortgage, or deed-in-lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments and charges in favor of the Association against the mortgaged Lot, Unit or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Lot, Unit or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage.

(c) Upon request in writing; each First Mortgage, Insurer or Guarantor shall have the right;

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles;

(v) or receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

(d) No provision of this Declaration or the Articles of the Association or any similar instrument pertaining to the Property or the Lots, Units or Parcels therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, Units or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

ARTICLE X: INSURANCE

Section 1. Insurance and Termite Protection Requirement. Each owner shall be required to obtain and maintain adequate homeowner insurance on his dwelling unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, flood or other hazards. Such insurance shall be sufficient to cover the full replacement values, or for necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board. Each owner shall be required to obtain and maintain adequate termite protection on his dwelling unit from a professional pest management service. Annually, each homeowner shall be required to supply the Board evidence of insurance coverage and termite protection on his dwelling unit, which complies with the provisions of this section.

Section 2. Association Rights in Regard to Homeowner Insurance and Termite Protection. If the homeowner insurance protection provided under this article has not otherwise been adequately obtained by each homeowner, as determined by the Board, then the Board shall have the right to place a fine/lien against the homeowner's property. If an annual termite protection policy has not been provided to the Board, then the Board shall have the right to contract professional termite protection on the homeowner's behalf.

Section 3. Administrative Fee. Should the association obtain the termite protection coverage on a dwelling pursuant to this section then the association may charge, and the applicable owner shall be responsible for, as a specific assessment against the lot, an administration fee of \$500.00, in addition to monies spent by the association for said purpose.

Section 4. Repair or Replacement of Damage and Destroyed Property. Each owner shall be required to reconstruct or repair any dwelling unit destroyed by fire, flood or other casualty. If no repair or rebuilding has been contracted for or otherwise substantially started by the owner for any reason within thirty day after the owner receives the insurance proceeds, the Board has the right, but not the duty, to initiate repair or rebuilding of the damaged or destroyed portion of the structure and/or exterior of the dwelling, in a good and workmanlike manner in conformance with the original plans and specifications.

Section 5. Failure to obtain insurance and termite protection. Notwithstanding anything to the contrary in any Section of this Article, the Association, its Directors and Officers, shall not be liable should any person fail for any reason whatsoever to obtain insurance and/or termite protection coverage on a dwelling unit. It shall be the responsibility of each owner to insure his property and protect his unit from termites as required herein.

ARTICLE XI: TERMINATION OF THE DECLARATION

Termination. At a meeting of all Owners called for such for such purpose, upon the affirmative vote of one hundred percent (100%) of all the Owners, the Owners may elect to terminate this Declaration and dissolve the Association in accordance with the provisions of the By-Laws. Within ten(10) day after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers, and Guarantors entitled to notice under Article X of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and from as may be necessary to effect such termination and dissolution.

ARTICLE XII: OPERATION AND ACTION

Section 1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.

Section 2. Action. All actions to be taken by the Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles of Incorporation or the By-Laws.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Owner's Lot, Unit or Parcel as provided in Article IX. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time. The Southwest Florida Water Management District shall have the right to enforce, as required by law, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Amendment

A. This Declaration may be amended: (i) on or before January 1, 2010, by an instrument executed by the Association with the formalities from time to time required of a deed and approved by not less than ninety percent (90%) of all Owners and (ii) thereafter by an instrument so executed by the Association and approved by not less than seventy percent (70%) of all Owners. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of Citrus County, Florida

B. Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, as required by law, must have the prior approval of the Southwest Florida Water Management District.

Section 3. Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article X where applicable, Association reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, Units, or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding

of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

Section 5. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and Owners, their heirs, successors and assigns.

Section 6. Interpretation. Unless the context expressly requires otherwise: (1) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit" or "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots, Units and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 7. Mortgage And Sale of Common Property. The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Property owned by the Association without the approval of at least two-thirds (2/3) of the votes of the Class A members. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

Section 8. Front Setbacks Measured From Centerline. The official front setback requirements in Forest Ridge Village (including the original, First and Second Additions) subdivision are forty feet (40) measured from the centerline of the streets. Any prior-recorded indication to the contrary, which may be in the Public Records of Citrus County, Florida, specifically including the Notes on the face of the recorded plats, is inaccurate.

EXHIBIT A

The following described lots, units, tracts or parcels:

Lots I through 8 of Block A. and Lots 1 through 8 of Block B, Forest Ridge Village subdivision, as platted in Plat Book 15, Pages 140, et seq., as recorded in the Public Records of Citrus County, Florida.

Lots 9 through 19 of Block B, and Lots 1 through 24 of Block C, Forest Ridge Village First Addition subdivision, as platted In Plat Book 15, Pages 142, et seq., as recorded In the Public Records of Citrus County, Florida; and,

Lots 20 through 32 of Block B, Lots I through 13 of Block D, and Lots I through 6 of Block E, Forest Ridge Village Second Addition subdivision, as platted In Plat Book 15, Pages 144, et seq., as recorded In the Public Records of Citrus County, Florida.

EXHIBIT B

The following described lots, units, tracts or parcels:

Tracts A, B, and C, Forest Ridge Village subdivision, as platted in Plat Book 15, Pages 140, et seq., as recorded in the Public Records of Citrus County, Florida;

All of the right-of-ways of West Sunbird Path and West Diamondbird Loop, all drainage easements, and all landscape easements, as described in Forest Ridge Village subdivision, as platted in Plat Book 15, Pages 140, et seq., as recorded In the Public Records of Citrus County, Florida;

Tracts A and B, Forest Ridge Village First Addition subdivision, as platted in Plat Book 15, Pages 142, et seq., as recorded in the Public Records of Citrus County, Florida;

All of the right-of ways of West Sunbird Path and West Toucan Loop, all drainage easements, and all landscape easements, as described in Forest Ridge Village First Addition subdivision, as platted In Plat Book 15, Pages 142, et seq., as recorded in the Public Records of Citrus County, Florida.

Tracts A, B, C, and D, Forest Ridge Village Second Addition subdivision, as platted in Plat Book 15, Pages 144, et seq., as recorded in the Public Records of Citrus County, Florida;

All of the right-of ways of West Sunbird Path and West Cockatiel Loop, all drainage easements, and all landscape easements, as described in Forest Ridge Village Second Addition subdivision, as platted in Plat Book 15, Pages 144, et seq., as recorded in the Public Records of Citrus County, Florida.

These properties are included as Common Area to ensure that Forest Ridge Village Property Owners Association, Inc. is responsible for the perpetual maintenance of said right-of-ways, drainage easements and landscape easements.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this _____ day of _____ 20____.

Signed, sealed and delivered in the presence of :

WITNESS: FOREST RIDGE VILLAGE, PROPERTY OWNERS ASSOCIATION, INC
A Florida Corporation

John J Lyons President
Print name: JOHN J LYONS

Robert D Brunton Secretary
Print name: ROBERT D BRUNTON

State of Florida
County of Citrus

The foregoing instrument was sworn to, subscribed and acknowledge before Me by John J Lyons and Robert Brunton the President and Secretary of FOREST RIDGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC on this 22 day of March 2010 and they executed the foregoing document on behalf of their Corporation. *who are personally known to me*

Trudy Mclaughlin
Notary Public

My Commission Expires _____



Prepared by FOREST VILLAGE PROPERTY OWNERS ASSOCIATION, INC

Address: _____

Return to:
Villages Services attn: Trudy mclaughlin
c/o Forest Ridge Village POA
2541 N. Reston Terr
Hernando, FL 34442