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AMENDMENT TO RESTRICTIVE COVENANTS
Recorded in O.R. Book 730, Page 0386 - 0407
of the Public Records of Citrus County, Florida.

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of Clearview Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded Restrictions in the Public Records of Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein desires to amend Section 21, Article VII of the Declaration of Covenants, Conditions, Restrictions and Easements to permit the use of an individual well for irrigation purposes only, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein does hold title to more than ten percent (10%) of the lots, as required by Section 5 of Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Clearview Estates, in fact holds title to more than eighteen (18%) of the residential lots.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, do hereby amend Section 21, Article VII to read as follows:

Section 21. ~~Water Supply.~~ A central water system, which will be owned and operated by a utility system, shall furnish water to each lot and it shall be the responsibility of each Owner to pay connection fees, use fees and any other costs imposed by said utility, if any, to obtain water. Individual wells are permitted for irrigation purposes only and may not be used for any other purpose, except as stated herein.

In all other respects, the Restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand this 14th day of May, 1990.

Citrus Hills Investment Properties,
A Florida General Partnership

By: Samuel A. Tamposi, Sr.
Managing Partner

Witness
Judy McHugh

Witness
Samuel A. Tamposi, Sr.

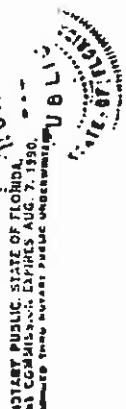
STATE OF Florida
COUNTY OF Citrus

Before me personally appeared Samuel A. Tamposi, Sr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of May, A.D. 1990.

Samuel A. Tamposi, Sr.
Notary Public

My commission expires: 10/1/90



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Return To Manatee Title Co., Inc.

Judy McLaughlin
WITNESS

Lawrence M. Moxch
WITNESS

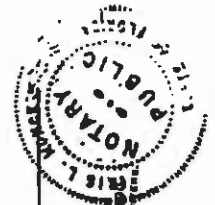
STATE OF *Florida*
COUNTY OF *Citrus*

Before me personally appeared Gerald Q. Nash to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of May, A.D. 1990.

Lawrence M. Moxch
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
AT COMMISSION EXPIRES AUG. 7, 1993



This instrument prepared by:
Richard Wm. Weasch, Esq.
Citrus Hills Investments Properties
2416 North Essex Avenue
Hernando, Florida 32642

PROXY

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FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

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VERIFIED BY:
CS D.C.

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

Recorded in O.R. Book 730, Pages 0386 - 0407
of the Public Records of Citrus County, Florida.

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of Clearview Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded a Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and;

WHEREAS, Citrus Hills Investment Properties, desires to bring additional land under the provisions of the Declaration pursuant to a recorded supplemental Declaration as permitted by Article II, Section 1, of the Declaration, and;

WHEREAS, said supplemental Declaration is necessary to include additional easements for riding trails which will be located in Clearview Estates First Addition, Phase One, and such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are necessary and convenient;

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tompasi, Sr. and Gerald Q. Nash, does hereby amend Article II, Section 1 to read as follows:

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

CLEARVIEW ESTATES, Citrus County, Florida, recorded January 8, 1987, in the Public Records of Citrus County, Florida, at Plat Book, 13, Pages 57-61, inclusive; and CLEARVIEW ESTATES FIRST ADDITION, Citrus County, Florida, recorded July 25, 1991, in the Public Records of Citrus County, Florida, at Plat Book 14, Pages 146-149, inclusive.

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CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

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VERIFIED BY:
 D.C.

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shall have no effect on The Property described in this Section unless specifically provided for.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing-Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, does hereby amend Article IV, Section 2 (b), (c), (d), to read as follows:

Section 2. Association's Responsibility. The Association:

(b) Shall maintain and keep in good repair the stable, riding club, and all common areas appurtenant thereto. This shall not include any obligation for care, feeding or upkeep of horses kept in the stable, unless specifically agreed to in another document.

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

(d) The foregoing maintenance shall be performed consistent with Standards established by the ACR.

In all other respects, the Restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand this 2nd day of July, 1991.

Citrus Hills Investment Properties,
A Florida General Partnership

By: Samuel A. Tamposi, Sr.
Managing Partner

Sandra J. Martinson
Witness Sandra J. Martinson
Wanda Boston
Witness Wanda Boston

STATE OF New Hampshire
COUNTY OF Nicholsburg

Before me personally appeared Samuel A. Tamposi, Sr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this 2nd day of July, A.D. 1991

Sandra J. Martinson
Notary Public Sandra J. Martinson

My Commission Expires July 24, 1994

My commission expires:

BK0902PG1850

Sandra Martinson
Witness Sandra Martinson By: *Gerald Q. Nash*
Managing Partner

Harriet F. Alukonis
Witness Harriet F. Alukonis
STATE OF *New Hampshire*
COUNTY OF *Hillsborough*

Before me personally appeared Gerald Q. Nash to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
I, WITNESS my hand and official seal, this *2nd* day of *July*, A.D. 19*91*.

Sandra J. Martinson
Notary Public Sandra J. Martinson
My commission expires:

My Commission Expires July 28, 1984

This instrument prepared by:
Citrus Hills Investment Properties
2416 North Essex Avenue
Hernando, Florida 32642



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OK

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AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR

CLEARVIEW ESTATES OF CITRUS HILLS
Recorded in O.R. Book 730, Pages 0386 - 0407
of the Public Records of Citrus County, Florida.

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of Clearview Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded a Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein, desires to delete and amend Exhibit A [Reference: Article VIII, Section 2, (a) of the Declaration of Covenants, Conditions, Restrictions and Easements] to add additional real property to the existing property, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein, does hold title to more ten percent (10%) of the lots, as required by Section 5 of Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Clearview Estates.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, does hereby amend Exhibit A [Reference: Article VIII, Section 2, (a)] to read as follows:

EXHIBIT A

[Reference: Article VIII, Section 2, (a)]

RIDING TRAIL EASEMENTS

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

- Block 5: Lots 2 through 26, inclusive
- Block 6: Lots 3 through 30, inclusive
- Block 9: Lots 3 through 22, inclusive
- Block 10: Lots 3 through 22, inclusive
- Block 15: Lot 27 (30.35 feet of rear side of rear lot line)

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BETTY STRIFLER, CLERK

VERIFIED BY:

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

- Block 5: Lot 26 (North Side Lot Line)
- Block 6: Lot 3 (North Side Lot Line)
- Block 9: Lot 1 (East Side Lot Line)
- Block 9: Lot 2 (West Side Lot Line)
- Block 10: Lot 1 (West Side Lot Line)
- Block 10: Lot 2 (East Side Lot Line)
- Block 15: Lot 27 (East Side Lot Line)
- Block 15: Lot 28 (West Side Lot Line)

In all other respects, the restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand this 2nd day of July, 1991.

Citrus Hills Investment Properties,
A Florida General Partnership

Sandra J. Martinson
Witness Sandra Martinson
Samuel A. Tamposi
Witness Samuel A. Tamposi, Sr.
Managing Partner

STATE OF New Hampshire
COUNTY OF Hillsborough

Before me personally appeared Samuel A. Tamposi, Sr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of July, A.D. 1991.

Sandra J. Martinson
Notary Public Sandra J. Martinson

My Commission Expires July 28, 1994



WK0902PG1853

BY: *Sandra J. Martinson*
Gerald Q. Nash
Managing Partner

Sandra J. Martinson
Witness Sandra Martinson

Harriet F. Alukonis
Witness Harriet F. Alukonis

STATE OF *New Hampshire*
COUNTY OF *Hillsborough*

Before me personally appeared Gerald Q. Nash to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of July, A.D. 1991.

Sandra J. Martinson
Notary Public, Sandra J. Martinson
My commission expires: July 21, 1991

This instrument prepared by:

Citrus Hills Investment Properties
2416 North Essex Avenue
Hernando, Florida 32642



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DK0908PG1812

AMENDMENT TO DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS FOR
CLEARVIEW ESTATES OF CITRUS HILLS

Recorded in O.R. Book 730, Pages 0386 - 0407
of the Public Records of Citrus County, Florida

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of Clearview Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded a Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and amended at O.R. Book 902, Pages 1848 through 1850 inclusive, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein desires to amend Article II, Section 1 of the Declaration of Covenants, Conditions, Restrictions and Easements to correct the amendment previously recorded at O.R. Book 902, Pages 1848 through 1850, inclusive, and to amend Article IV, Section 2(b), (c) and (d) to add to the Association's responsibility, and to amend Article VII, Sections 7 and 22 to add additional General Use Restrictions, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein does hold title to more than ten percent (10%) of the lots, as required by Section 5 of Article V of the Declaration of Covenants, Conditions, Restrictions and Easements for Clearview Estates.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tampopi, Sr. and Gerald Q. Nash, does hereby amend Article II, Section 1 to read as follows:

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

CLEARVIEW ESTATES, Citrus County, Florida, recorded January 8, 1987, in the Public Records of Citrus County, Florida, at Plat Book, 13, Pages 57-61, inclusive; and CLEARVIEW ESTATES FIRST ADDITION, Citrus County, Florida, recorded July 25, 1991, in the Public Records of Citrus County, Florida, at Plat Book 14, Pages 146-149, inclusive.

All of the real property hereinabove described shall sometimes be referred to herein as "The Property" and sometimes as the "Existing Property". Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations. Such supplemental declarations may contain such complementary additions

and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties, but such additions and modification shall have no effect on the Property described in this Section unless specifically provided for.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, does hereby amend Article IV, Section 2 (b), (c), and (d), to read as follows:

Section 2. Association Responsibility. The Association:

(b) Shall maintain and keep in good repair the stable, riding club and all common areas appurtenant thereto. This shall not include any obligation for care, feeding or upkeep of horses kept in the stable, unless specifically agreed to in another document.

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

(d) The foregoing maintenance shall be performed consistent with standards established by the ACB.

In all other respects, the Restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, does hereby amend Article VII, Section 7 to read as follows:

Section 7. Signs. For purposes of this Declaration, "sign" shall include, but not be limited to, flags, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images. No sign may be erected on any lot without the advance written consent of the ACB. No sign shall exceed six (6) inches by eight (8) inches in size and each lot will be limited to one sign. Except in the case of signs advertising a lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days except upon written approval by the ACB. The Board of Directors may, by resolution, permit the Association to erect reasonable and appropriate signs. Notwithstanding any provision to the contrary, the Developer (Citrus Hills Investment Properties) or its assigns may erect reasonable and appropriate signs at its model homes located throughout the Property. In addition, the Equestrian Center shall be permitted to erect a sign larger than six (6) inches by eight (8) inches subject to written approval by the ACB.

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NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald O. Nash, does hereby amend Article VII, Section 22 to read as follows:

Section 22: Cable Television. All lots shall be serviced by a cable television company to be selected by the Declarant. Actual service hook-up and costs associated therewith shall be the responsibility of each owner. No television antennas or satellite dishes (SATV) or receivers of any kind shall be permitted on any lot.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand this 5 day of September, 1991

Citrus Hills Investment Properties,
a Florida General Partnership

By: Samuel A. Tamposi, Sr.
Managing Partner

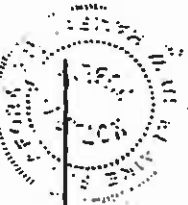
Elaine R. Vigora
Witness

Kelly J. Cole
Witness

STATE OF
COUNTY OF

Before me personally appeared Samuel A. Tamposi, Sr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 5 day of September, A.D. 1991.



Elaine R. Vigora
Notary Public

My commission expires:

ELAINE R. VIGORA
NOTARY PUBLIC STATE OF FLA.
COMMISSION EXPIRES 07/01/93



L

Charles Montrose
Witness

Wanda F. Alubing
Witness

STATE OF New Hampshire
COUNTY OF Hillsborough

Before me personally appeared Gerald Q. Mash to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of August, A. D. 1981.



Charles J. Montrose
Notary Public
My commission expires

This instrument prepared by:
Citrus Hills Investment Properties
2416 North Essex Avenue
Hernando, FL 32642

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688123

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIELER, CLERK

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VERIFIED BY:
W. K. Bala D.C.

Berryman & Heniger

BSI Consultants, Inc. • *Hausgard Prof. Inc.*

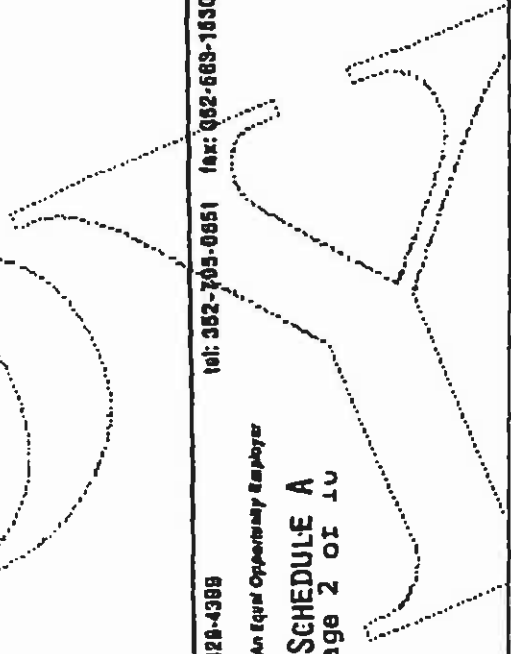
March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 2 in a Minor
Subdivision in Section A,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $08^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 153.14 feet to the Point of Beginning (chord bearing and distance between said points being $S 04^{\circ}03'16'' E 153.14$ feet), thence southeasterly along the arc of said curve a distance of 18.68 feet to the P.T. of said curve (chord bearing and distance between said points being $S 07^{\circ}44'33'' E 18.68$ feet), thence $S 09^{\circ}14'35'' E 27.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly along the arc of said curve a distance of 113.89 feet to a point (chord bearing and distance between said points being $S 07^{\circ}53'57'' E 113.88$ feet, thence $S 83^{\circ}26'41'' W 302.72$ feet to a point on the East right-of-way line of North Speed-A-Duck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 41.42 feet to the P.T. of said curve, (chord bearing and distance between said points being $N 07^{\circ}06'50'' W 41.42$ feet), said point also being the P.C. of a curve, concave Southeasterly, having a central angle of $97^{\circ}42'21''$ and a radius of 25.00 feet, thence Northeasterly along the arc of said curve a distance of 42.63 feet to a point (chord bearing and distance between said points being $N 41^{\circ}08'50'' E 37.65$ feet), thence $N 16^{\circ}44'39'' W 52.21$ feet to a point on a curve, concave Northeasterly, having a central angle of $81^{\circ}38'33''$ and a radius of 25.00 feet, thence Northeasterly along the arc of said curve a distance of 35.77 feet to the P.T. of said curve (chord bearing and distance between said points being $N 49^{\circ}00'42'' W 32.80$ feet), said point being the P.C. of a curve, concave Easterly, having a central angle of $07^{\circ}26'36''$ and a radius of 1975.00 feet, said point also being on said East right-of-way line, thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 38.27 feet to a point (chord bearing and distance between said points being $N 07^{\circ}09'58'' W 38.27$ feet), thence $N 81^{\circ}45'25'' E 300.42$ feet to the Point of Beginning.

Subject to a 10 foot wide utility easement along the North line of Lot 2.



840 East Highway 44 • Crystal River, FL 34428-4388

tel: 352-705-0651 fax: 352-669-1830

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SCHEDULE A
Page 2 of 10

Berryman & Heniger

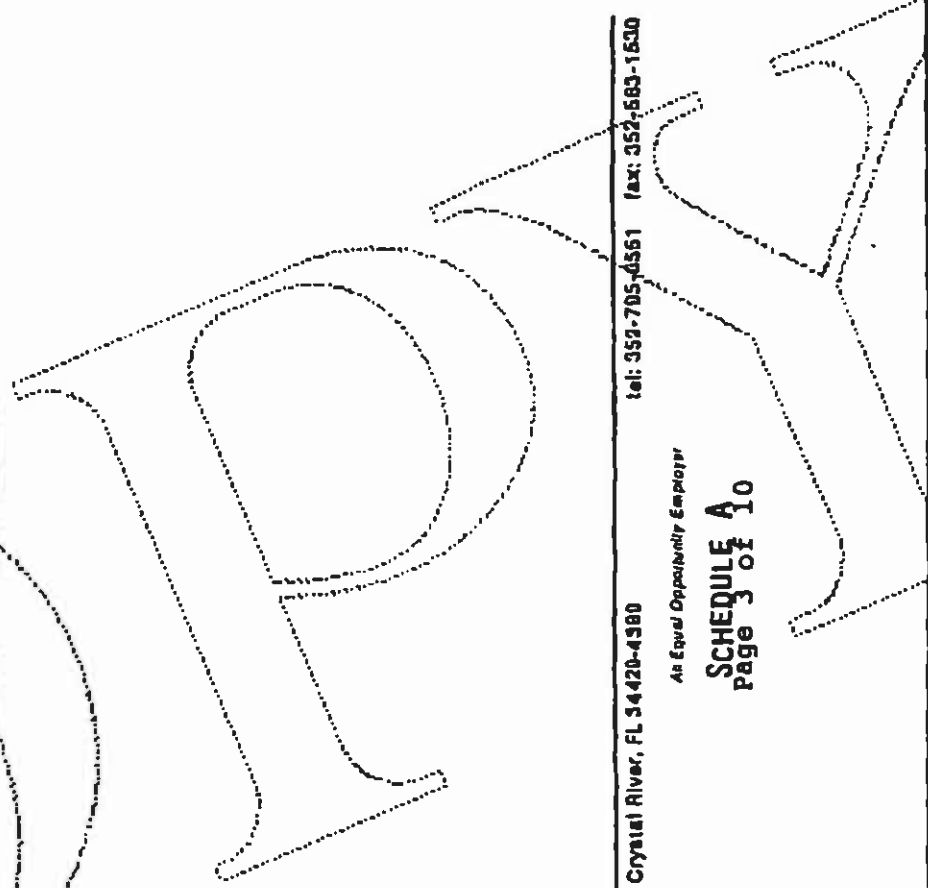
ESI Consultants, Inc. - Highway & City, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 3 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly along the arc of said curve a distance of 113.89 feet to the Point of Beginning (chord bearing and distance between said points being $S 07^{\circ}33'57'' E 115.88$ feet), thence continue Southeasterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 04^{\circ}36'51'' E 164.48$ feet), thence $S 87^{\circ}19'38'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 141.00 feet to a point (chord bearing and distance between said points being $N 04^{\circ}36'51'' W 143.97$ feet), thence $N 83^{\circ}26'41'' E 302.72$ feet to the Point of Beginning.



640 East Highway 44 - Crystal River, FL 34420-4380

Tel: 352-705-4561

Fax: 352-683-1630

An Equal Opportunity Employer

SCHEDULE A

Page 3 of 10



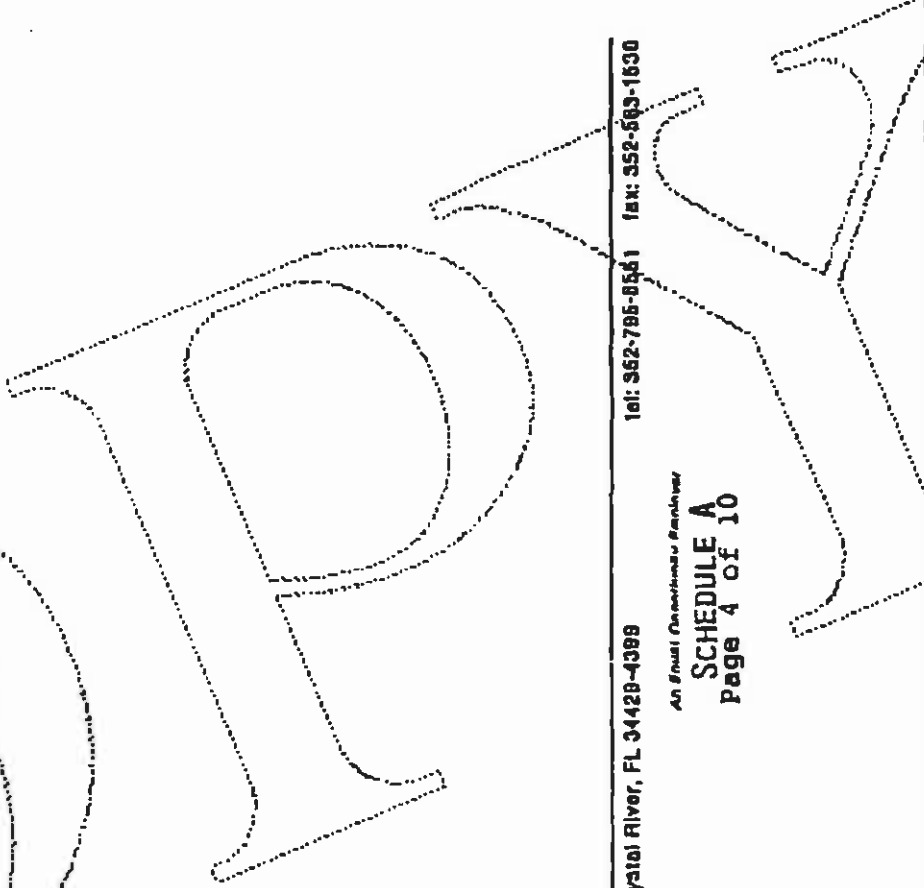
BSI Consultants, Inc. • Heniger & Ray, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 4 In a Minor
Subdivision In Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Tract 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, thence East, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southwesterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, thence bearing and distance between said points being $S 04^{\circ}55'16'' E 173.77$ feet; thence $S 09^{\circ}14'35'' E 77.98$ feet to the P.C. of a curve, thence West, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeast and Southwesterly along the arc of said curve a distance of 278.40 feet to the Point of Beginning (chord bearing and distance between said points being $S 05^{\circ}57'28'' E 278.24$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 08^{\circ}43'54'' E 164.48$ feet), thence $N 88^{\circ}47'25'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave West, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 00^{\circ}43'54'' W 143.97$ feet), thence $N 87^{\circ}19'34'' E 302.72$ feet to the Point of Beginning.



840 East Highway 44 • Crystal River, FL 34428-4998

tel: 352-796-8561 fax: 352-563-1630

An Equal Opportunity Employer

SCHEDULE A

Page 4 of 10

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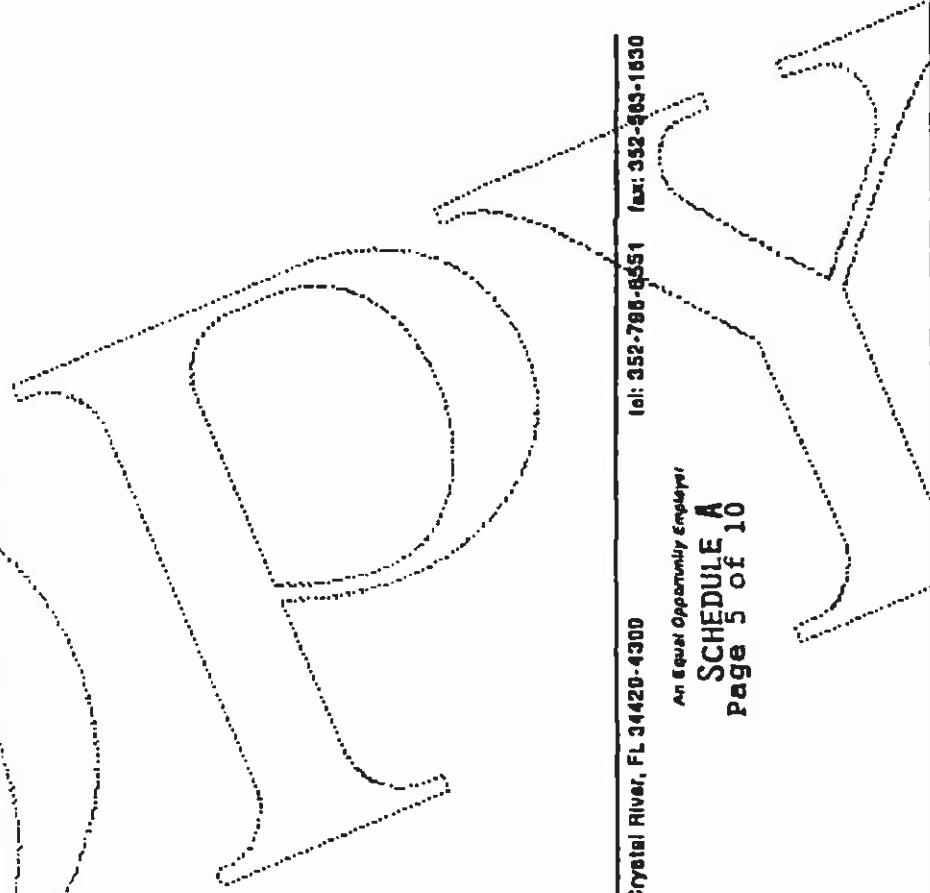
esi Consultants, Inc. • HAGER'S KEY, INC.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 5 in a Mobile
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 18, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southwesterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, thence (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southwesterly and Southwesterly along the arc of said curve a distance of 442.91 feet to the Point of Beginning (chord bearing and distance between said points being $S 04^{\circ}01'00'' E 442.29$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 03^{\circ}09'03'' W 164.48$ feet), thence $N 84^{\circ}54'28'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $29^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 03^{\circ}09'03'' E 143.97$ feet), thence $S 88^{\circ}47'25'' E 302.72$ feet to the Point of Beginning.



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SCHEDULE A
Page 5 of 10

Berryman & Heniger

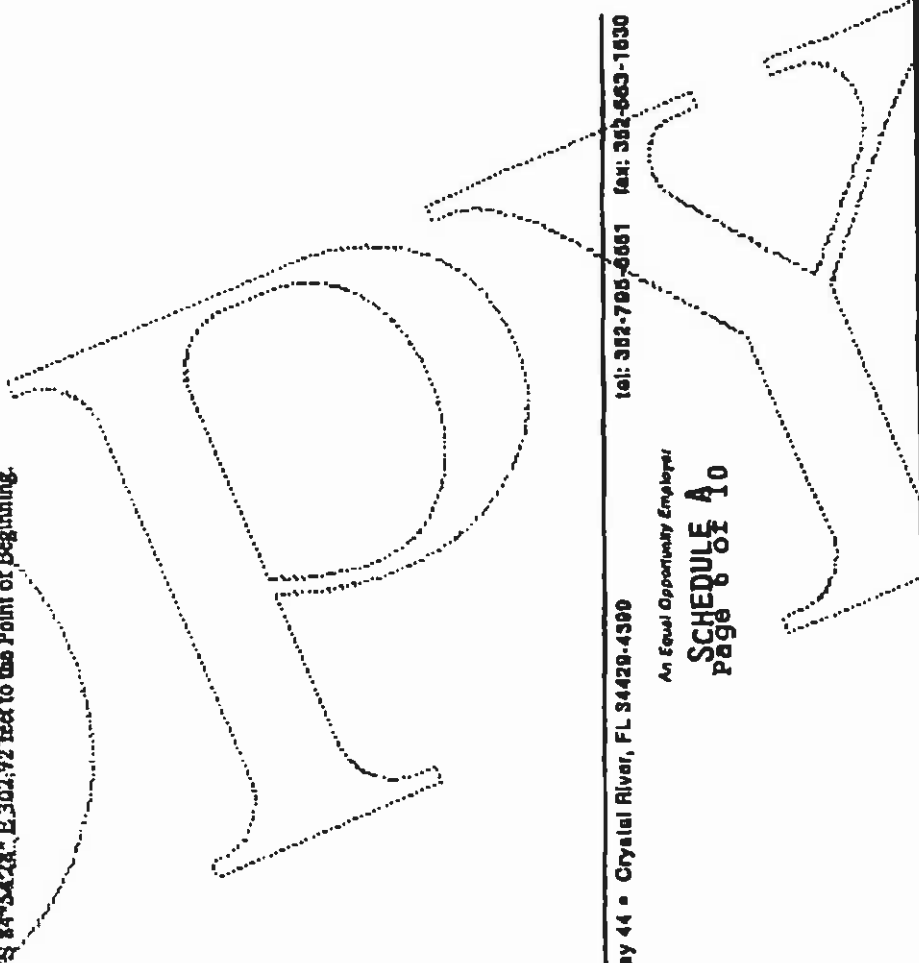
BSI Consultants, Inc. • Heniger & Ray, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 6 in a Miller
Subdivision in Section 9,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Eastward, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southwesterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S\ 04^{\circ}35'16''\ E\ 173.77$ feet), thence $S\ 09^{\circ}14'35''\ E\ 77.08$ feet to the P.C. of a curve, concave Westward, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southwesterly and Southwesterly along the arc of said curve a distance of 607.42 feet to the Point of Beginning (chord bearing and distance between said points being $S\ 02^{\circ}04'31''\ E\ 605.83$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S\ 07^{\circ}02'00''\ W\ 164.48$ feet), thence $N\ 81^{\circ}01'31''\ W\ 312.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westward, having a central angle of $24^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N\ 07^{\circ}02'00''\ E\ 143.97$ feet), thence $S\ 84^{\circ}54'28''\ E\ 302.92$ feet to the Point of Beginning.



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SCHEDULE A
Page 6 of 10

Berryman & Henigar

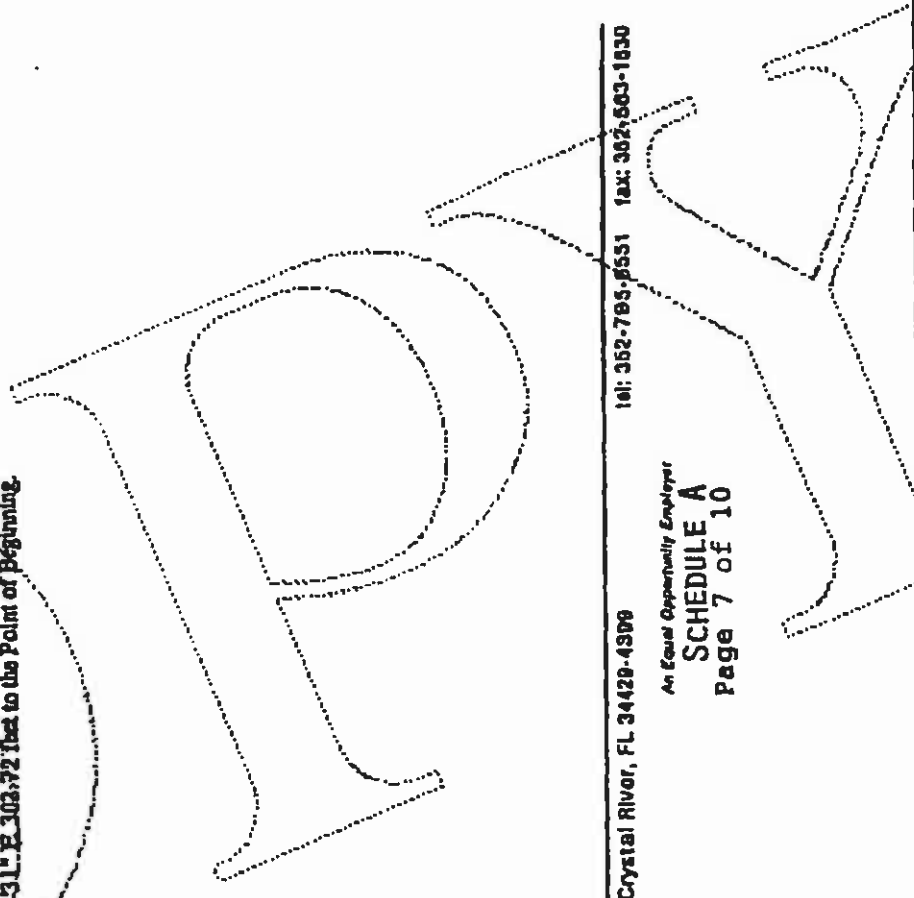
BSI Consultants, Inc. • Henigar & Rex, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 7 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $99^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}31'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southeasterly along the arc of said curve a distance of 771.93 feet to the Point of Beginning (chord bearing and distance between said points being $S 00^{\circ}08'03'' E 768.67$ feet), thence continue Southeasterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 10^{\circ}54'57'' W 164.48$ feet), thence $N 77^{\circ}08'34'' W 302.72$ feet to a point on the East right-of-way line of North Speed-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'00''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 10^{\circ}54'57'' E 143.97$ feet), thence $S 87^{\circ}03'31'' E 303.72$ feet to the Point of Beginning.



Berryman & Henigar

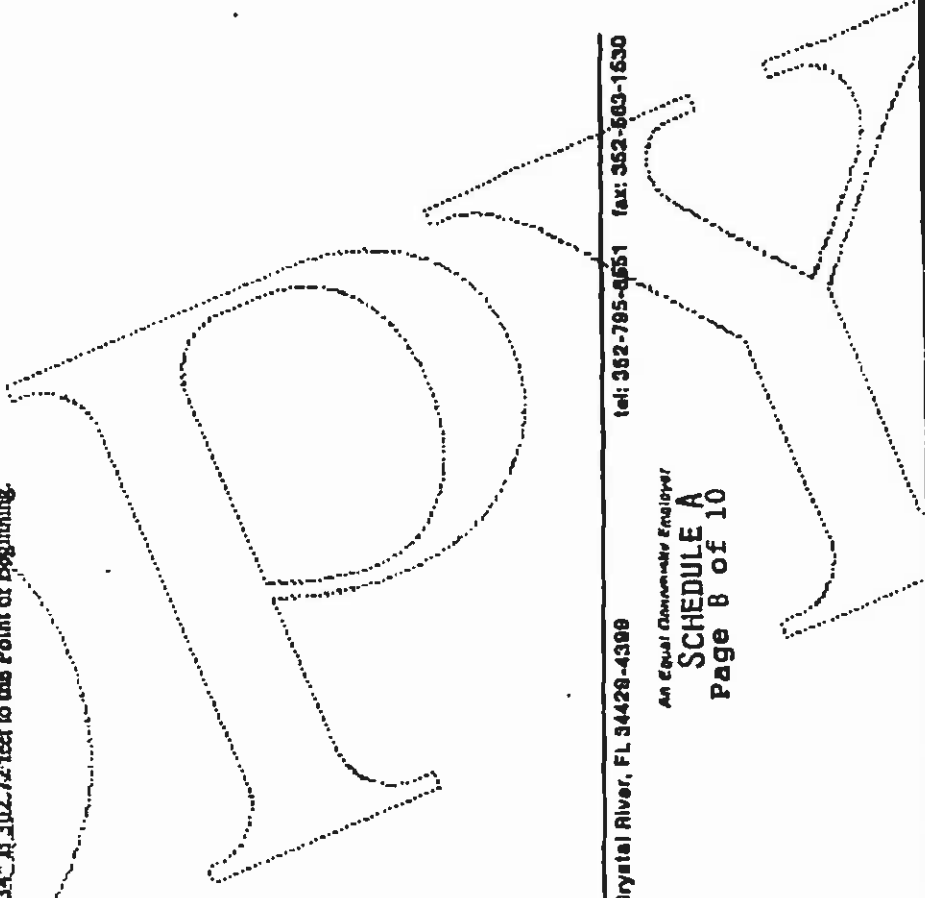
BSI Consultants, Inc. • Henigar & Roy, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 8 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 13, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeastwesterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}36'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeastwesterly and Southeastwesterly along the arc of said curve a distance of 936.44 feet to the Point of Beginning (chord bearing and distance between said points being $B 01^{\circ}48'25'' W 930.63$ feet), thence continue Southeastwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 14^{\circ}47'54'' W 164.48$ feet), thence $N 73^{\circ}13'37'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $23^{\circ}26'09''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 14^{\circ}47'34'' E 143.97$ feet), thence $S 27^{\circ}08'34'' R 302.72$ feet to the Point of Beginning.



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SCHEDULE A

Page B of 10

Berryman & Henigar

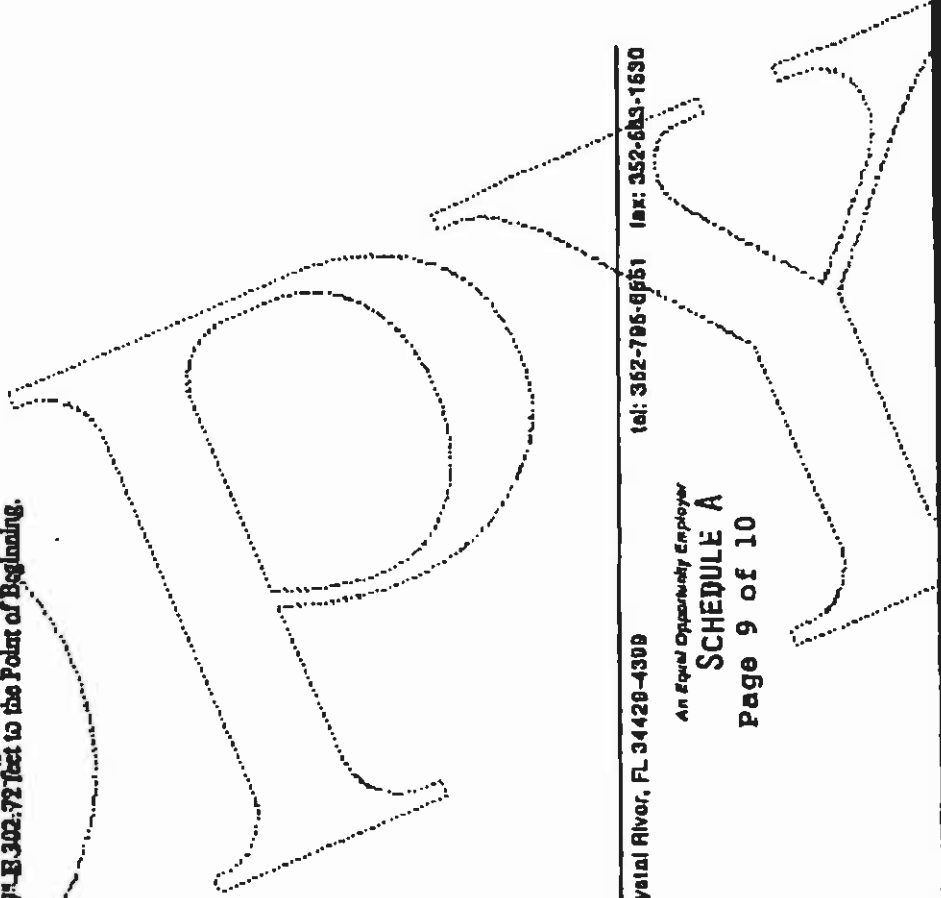
BSI Consultants, Inc. • North & Rex, Inc.

March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 9 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $99^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S\ 04^{\circ}15'16''\ E\ 173.77\ \text{feet}$), thence $S\ 09^{\circ}14'35''\ E\ 77.08\ \text{feet}$ to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southeasterly along the arc of said curve a distance of 1100.95 feet to the Point of Beginning (chord bearing and distance between said points being $S\ 03^{\circ}44'54''\ W\ 1091.53\ \text{feet}$), thence concave Southeasterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S\ 18^{\circ}40'51''\ W\ 164.48\ \text{feet}$), thence $N\ 69^{\circ}22'40''\ W\ 502.72\ \text{feet}$ to a point on the East right-of-way line of North Spout-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'00''$ and a radius of 2125.00 feet, thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N\ 18^{\circ}40'51''\ E\ 143.97\ \text{feet}$), thence $S\ 73^{\circ}15'37''\ E\ 302.72\ \text{feet}$ to the Point of Beginning.



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SCHEDULE A

Page 9 of 10

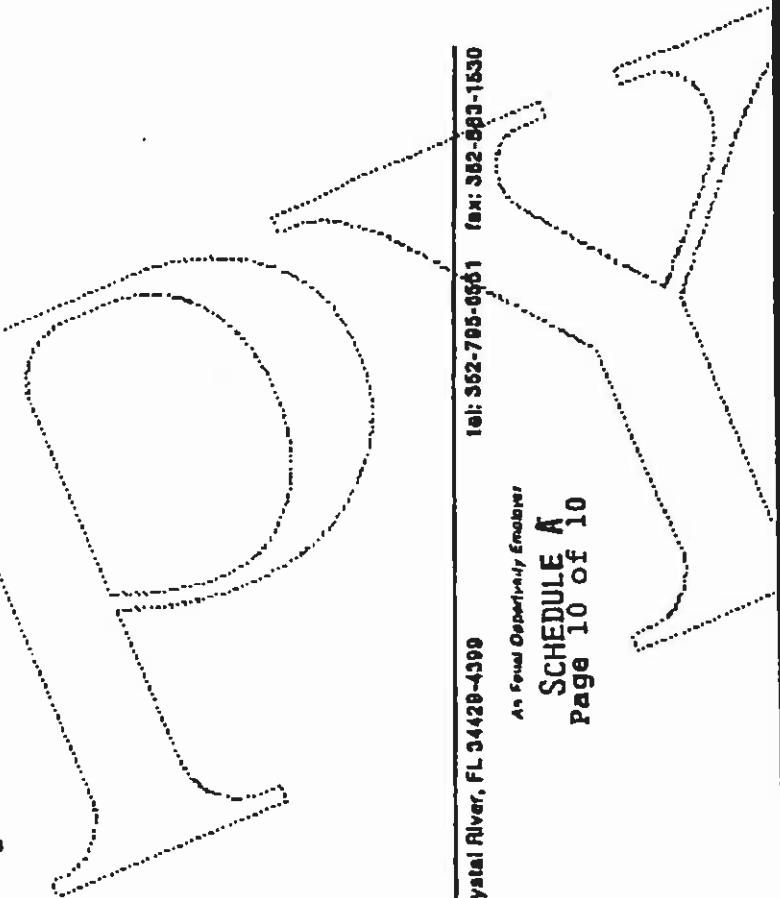
Berryman & Heniger
BSI Consultants, Inc. - HENIGER & REY, INC.

March 18, 1997

Job No: 77464

Legal description for
 Citrus Hills Investment
 Properties of Lot 10 in a Minor
 Subdivision in Section 4,
 Township 19 South, Range 19 East,
 Citrus County, Florida

Begin at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of 09°18'39" and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being S 04°38'16" E 173.77 feet), thence S 09°14'35" E 77.08 feet to the P.C. of a curve, concave Westerly, having a central angle of 30°00'00" and a radius of 2427.72 feet, thence Southeasterly and Southeasterly along the arc of said curve a distance of 1265.46 feet to the Point of Beginning (chord bearing and distance between said points being S 05°41'23" W 1251.17 feet), thence continue Southeasterly along the arc of said curve a distance of 5.71 feet to the end of said curve (chord bearing and distance between said points being S 20°41'22" W 5.71 feet), thence S 20°45'33" W/159.84 feet to the most Easterly corner of Lot 37, Block 19 as shown on said plat, thence N 64°16'13" W along the Northeasterly line of said Lot 37 a distance of 309.38 feet to the most Northerly corner of said Lot 37, said point being on the East right-of-way line of North Spout-A-Buck Drive as shown on said plat, said point also being on a curve, concave Northwesterly, having a central angle of 05°00'00" and a radius of 1425.40 feet, thence Northwesterly along the arc of said curve and along said East right-of-way line a distance of 124.35 feet to the P.T. of said curve, (chord bearing and distance between said points being N 23°13'47" E 124.32 feet), said point being the P.C. of a curve, concave Westerly, having a central angle of 28°26'08" and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 5.00 feet to a point (chord bearing and distance between said points being N 20°41'22" E 5.00 feet), thence S 69°22'40" E 302.72 feet to the Point of Beginning.



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Tel: 362-785-0861 Fax: 362-883-1630

As Final Opportunity Easement
SCHEDULE A
 Page 10 of 10

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 BK1401PG.1588

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EXHIBIT B

RIDING TRAIL EASEMENTS

In CLEARVIEW ESTATES subdivision, according to the plat thereof, recorded at Plat Book 13, Pages 57 through 61, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

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

In CLEARVIEW ESTATES FIRST ADDITION subdivision, according to the plat thereof, recorded at Plat Book 14, Pages 146 through 149, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

- Block 9: Lots 3 through 22, inclusive
- Block 10: Lots 3 through 22, inclusive
- Block 15: Lots 26 and 28
- Block 15: Lot 27 (30.35 feet of each side of rear lot line)

In CLEARVIEW ESTATES SECOND ADDITION subdivision, according to the plat thereof, recorded at Plat Book 15, Pages 3 through 12, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

- Block 14: Lots 3 through 39, inclusive
- Block 15: Lots 2 through 25, inclusive
- Block 15: Lots 29 through 56, inclusive
- Block 15: Lot 57 (East 1/2 of rear lot line)

In CLEARVIEW ESTATES subdivision, according to the plat thereof, recorded at Plat Book 13, Pages 57 through 61, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

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

In CLEARVIEW ESTATES FIRST ADDITION subdivision, according to the plat thereof, recorded at Plat Book 14, Pages 146 through 149, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

- Block 15: Lot 27 (East Side Lot Line)
- Block 15: Lot 28 (West Side Lot Line)

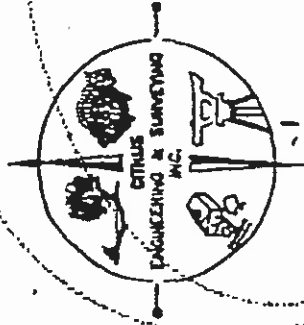
In CLEARVIEW ESTATES SECOND ADDITION subdivision, according to the plat thereof, recorded at Plat Book 15, Pages 3 through 12, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

- Block 14: Lot 39 (West Side Lot Line)
- Block 15: Lot 1 (East Side Lot Line)
- Block 15: Lot 29 (West 1/3 of North Side Lot Line)
- Block 14: Lot 40 (East Side Lot Line)
- Block 15: Lot 2 (West Side Lot Line)

All of these easements are for the sole benefit of the Association, its successors and assigns. These easements may be abandoned by the Association, its successors and assigns, in whole or in part. In such cases of abandonment, the interest shall automatically revert to the Owner, its successors and assigns, as the case may be, and used for any purpose.

STATE ROAD 44 ENTRANCE MAINTENANCE EASEMENTS

See "Schedule B," attached hereto.



CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3505 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "A" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

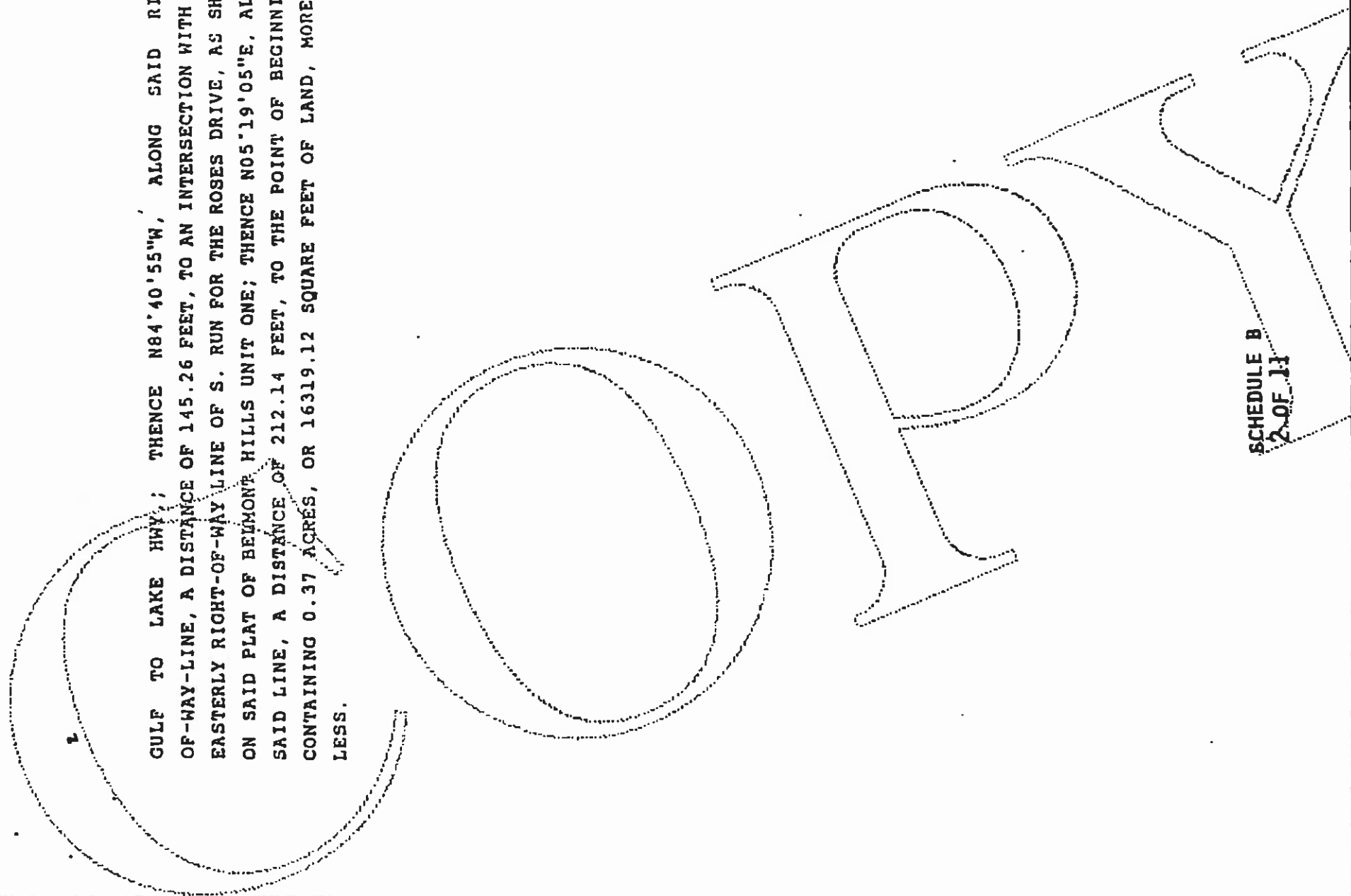
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S51°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'00"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 41°20'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.07 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S23°46'09"W, 323.94 FEET) THENCE S03°06'05"W, A DISTANCE OF 249.67 FEET; THENCE S05°19'05"W, A DISTANCE OF 54.86 FEET, TO THE POINT OF BEGINNING; THENCE S84°56'44"E, A DISTANCE OF 50.04 FEET; THENCE S06°03'16"W, A DISTANCE OF 130.16 FEET; THENCE S17°25'19"E, A DISTANCE OF 19.12 FEET; THENCE S62°22'29"E, A DISTANCE OF 19.12 FEET; THENCE S84°51'04"E, A DISTANCE OF 69.38 FEET; THENCE S05°08'56"W, A DISTANCE OF 57.54 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF E.

SCHEDULE B
1 OF 11

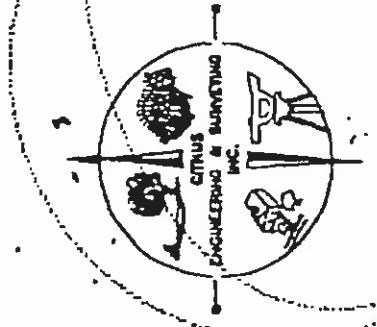
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GULF TO LAKE HWY.; THENCE N84°40'55"W, ALONG SAID RIGHT OF-WAY-LINE, A DISTANCE OF 145.26 FEET, TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE, AS SHOWN ON SAID PLAT OF BEYMONT HILLS UNIT ONE; THENCE N05°19'05"E, ALONG SAID LINE, A DISTANCE OF 212.14 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.37 ACRES, OR 16319.12 SQUARE FEET OF LAND, MORE OR LESS.



SCHEDULE B
2 OF 11



CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3585 E. GULF TO LAKE HWY. • INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "B" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

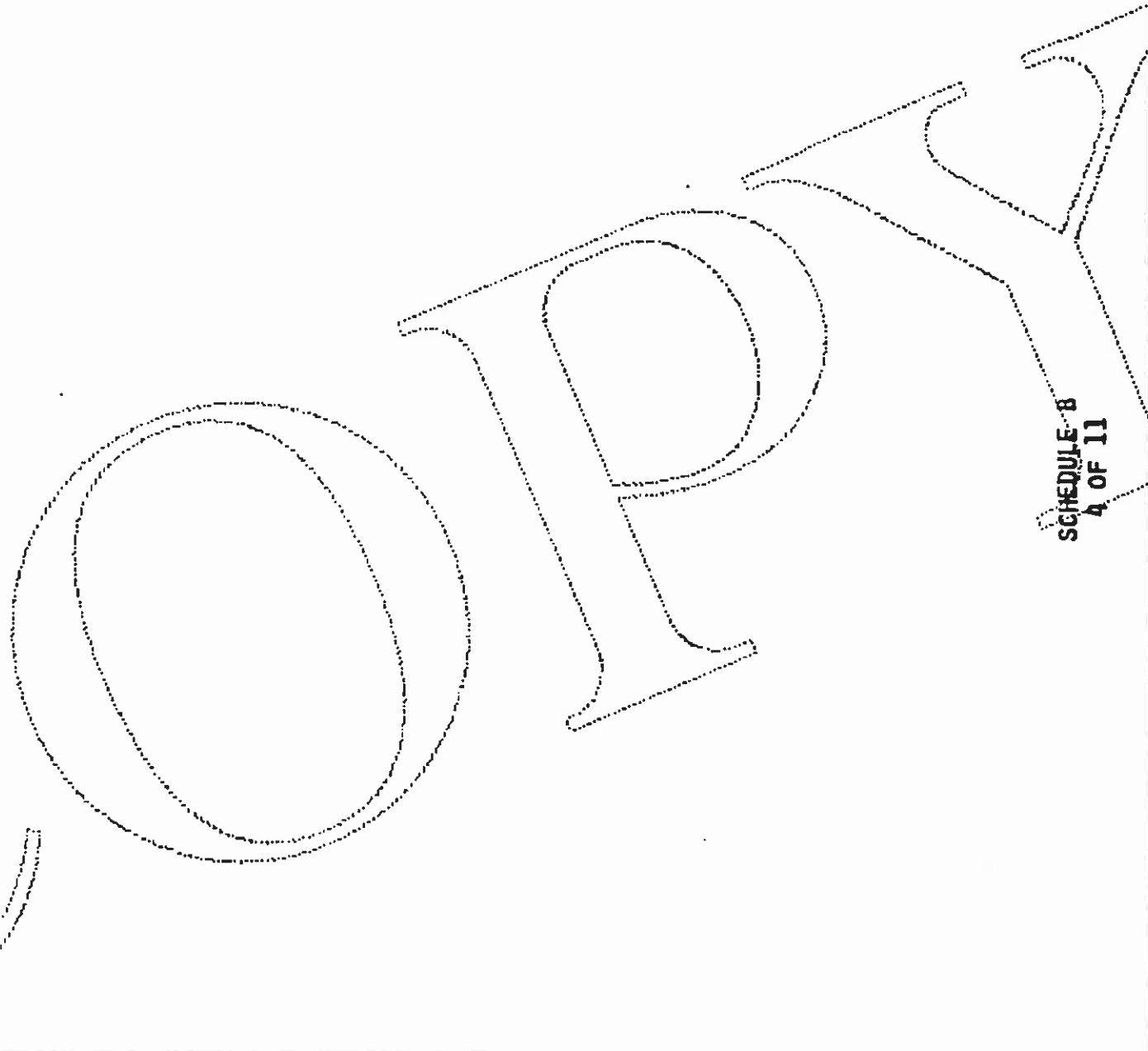
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 107-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°25'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. KUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.71 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 41°20'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.07 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S23°46'07"W, 328.94 FEET) THENCE S03°06'05"W, A DISTANCE OF 249.67 FEET; THENCE N84°40'55"W, A DISTANCE OF 120.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE, AS SHOWN ON SAID PLAT OF BELMONT HILLS UNIT ONE; THENCE S05°19'05"W, ALONG SAID LINE, A DISTANCE OF 54.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S05°19'05"W, ALONG SAID LINE, A DISTANCE OF 195.45 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF E. GULF TO LAKE HWY.; THENCE N84°40'55"W ALONG SAID LINE,

SCHEDULE B
3 OF 11

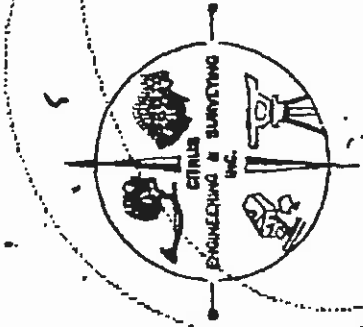
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2001 JA -5 AM 9: 58

A DISTANCE OF 145.67 FEET; THENCE N05°18'53"E, A DISTANCE OF 40.48 FEET; THENCE S84°41'07"E, A DISTANCE OF 70.00 FEET; THENCE N72°50'02"E, A DISTANCE OF 19.12 FEET; THENCE N27°52'21"E, A DISTANCE OF 19.12 FEET; THENCE N05°23'31"E, A DISTANCE OF 130.06 FEET; THENCE S84°36'29"E, A DISTANCE OF 50.51 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.32 ACRES, OR 13923.51 SQUARE FEET OF LAND, MORE OR LESS.



SCHEDULE B
4 OF 11



CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3585 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

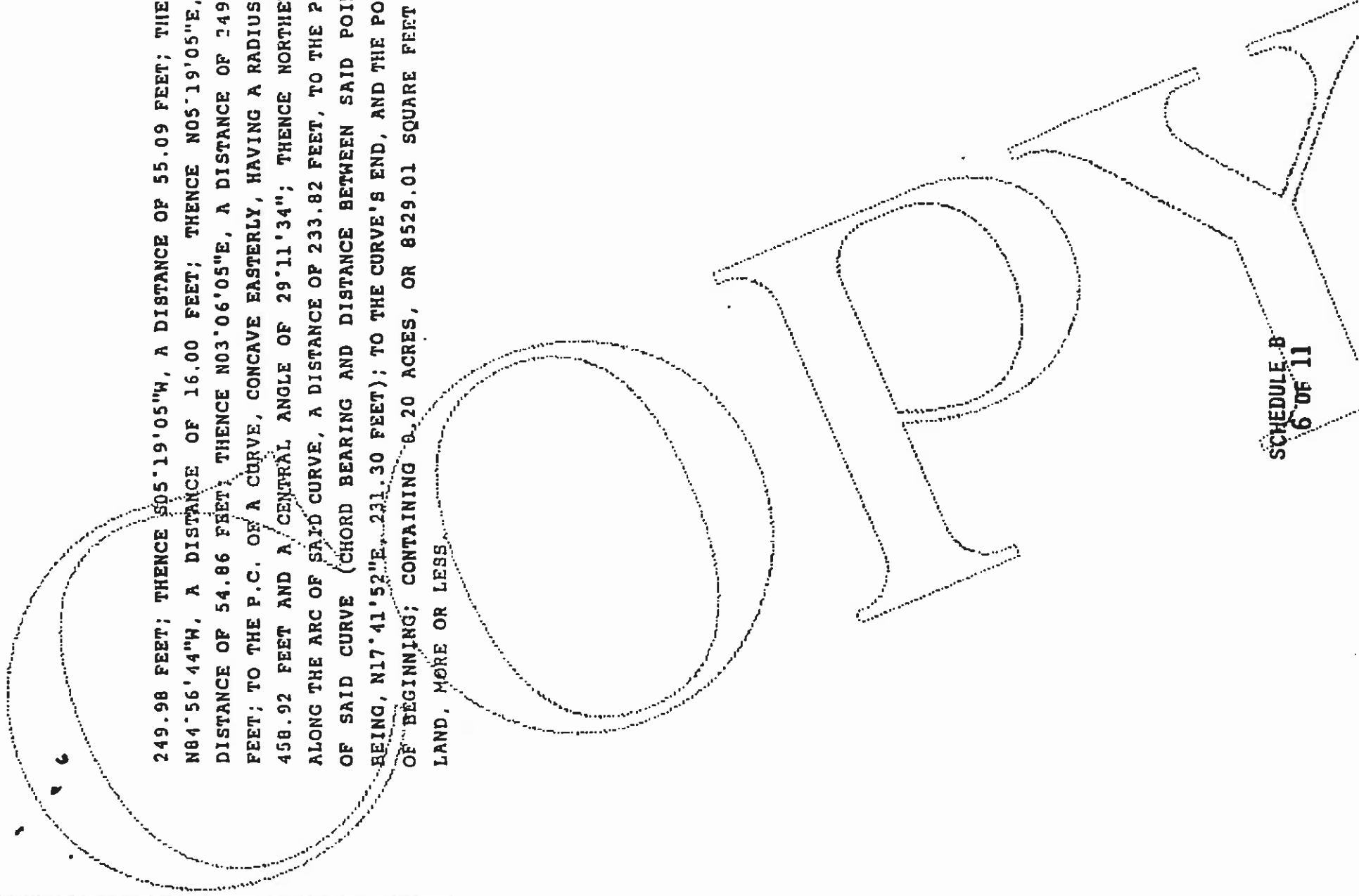
DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF PARCELS WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

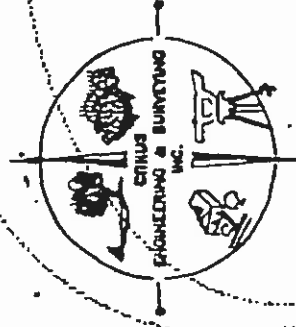
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S51°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; THENCE S47°13'49"E, A DISTANCE OF 16.28 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 28°48'36"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 222.71 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S17°30'23"W, 220.37 FEET); THENCE S03°06'05"W, A DISTANCE OF

SCHEDULE B
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249.98 FEET; THENCE S05°19'05"W, A DISTANCE OF 55.09 FEET; THENCE N84°56'44"W, A DISTANCE OF 16.00 FEET; THENCE N05°19'05"E, A DISTANCE OF 54.86 FEET; THENCE N03°06'05"E, A DISTANCE OF 249.67 FEET; TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 29°11'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.82 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, N17°41'52"E, 231.30 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.20 ACRES, OR 8529.01 SQUARE FEET OF LAND, MORE OR LESS.



SCHEDULE B
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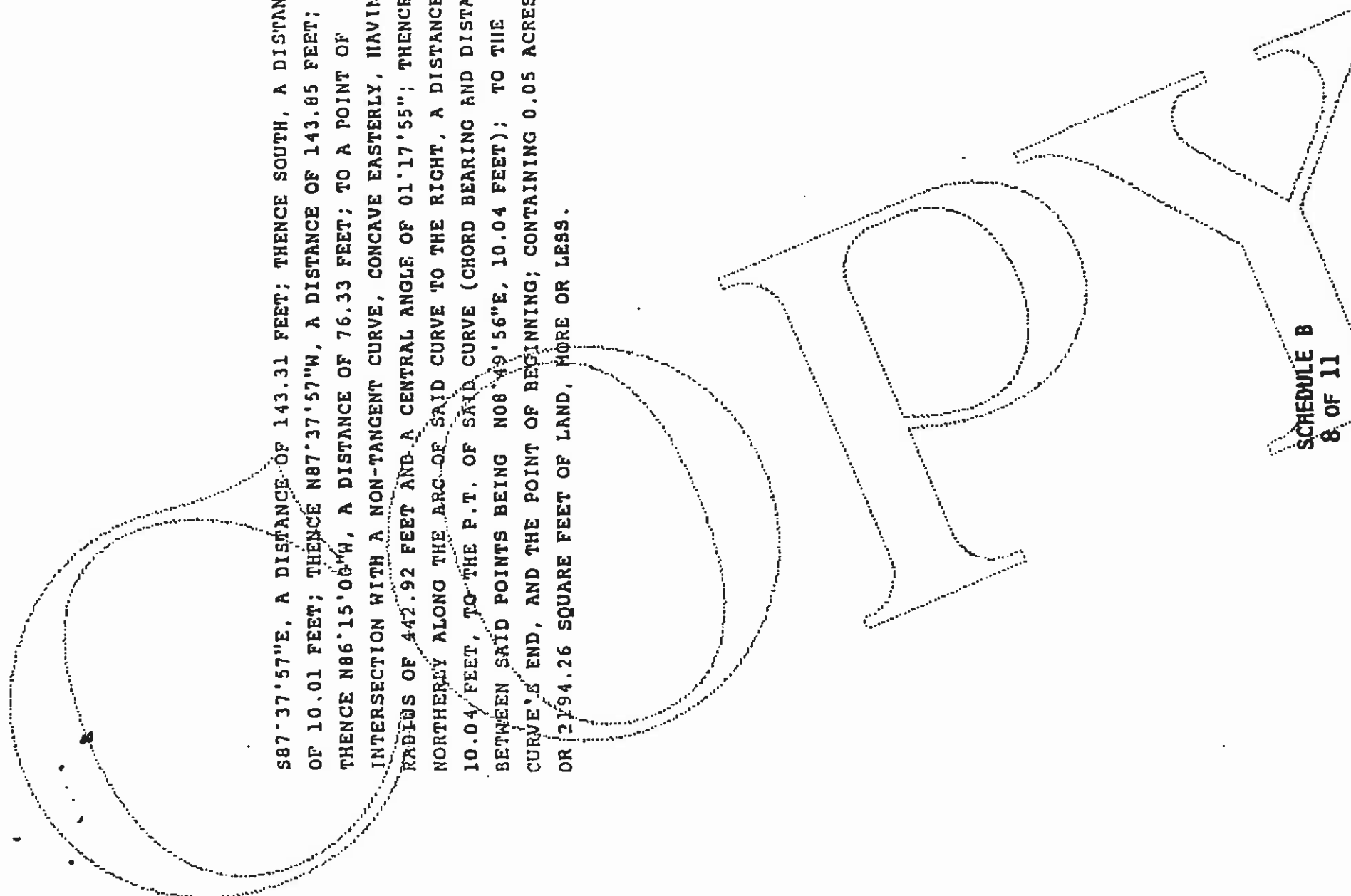
3585 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

December 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "D" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

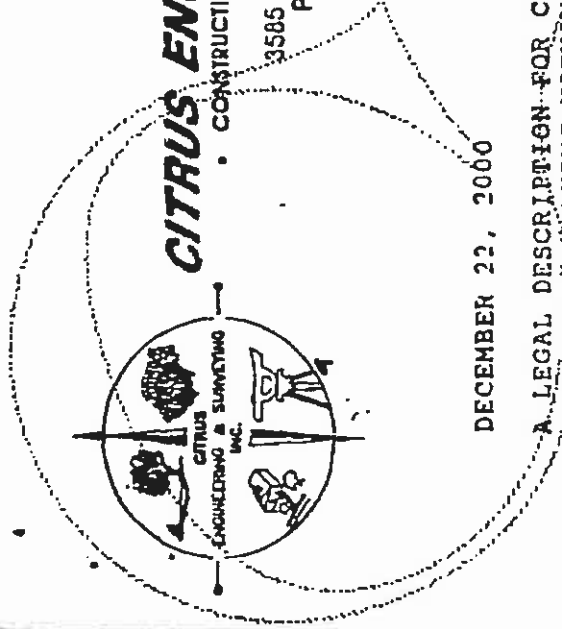
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SCHEDULE B
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S87°37'57"E, A DISTANCE OF 143.31 FEET; THENCE SOUTH, A DISTANCE OF 10.01 FEET; THENCE N87°37'57"W, A DISTANCE OF 143.85 FEET; THENCE N86°15'06"W, A DISTANCE OF 76.33 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 01°17'55"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 10.04 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N08°49'56"E, 10.04 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.05 ACRES, OR 2194.26 SQUARE FEET OF LAND, MORE OR LESS.

SCHEDULE B
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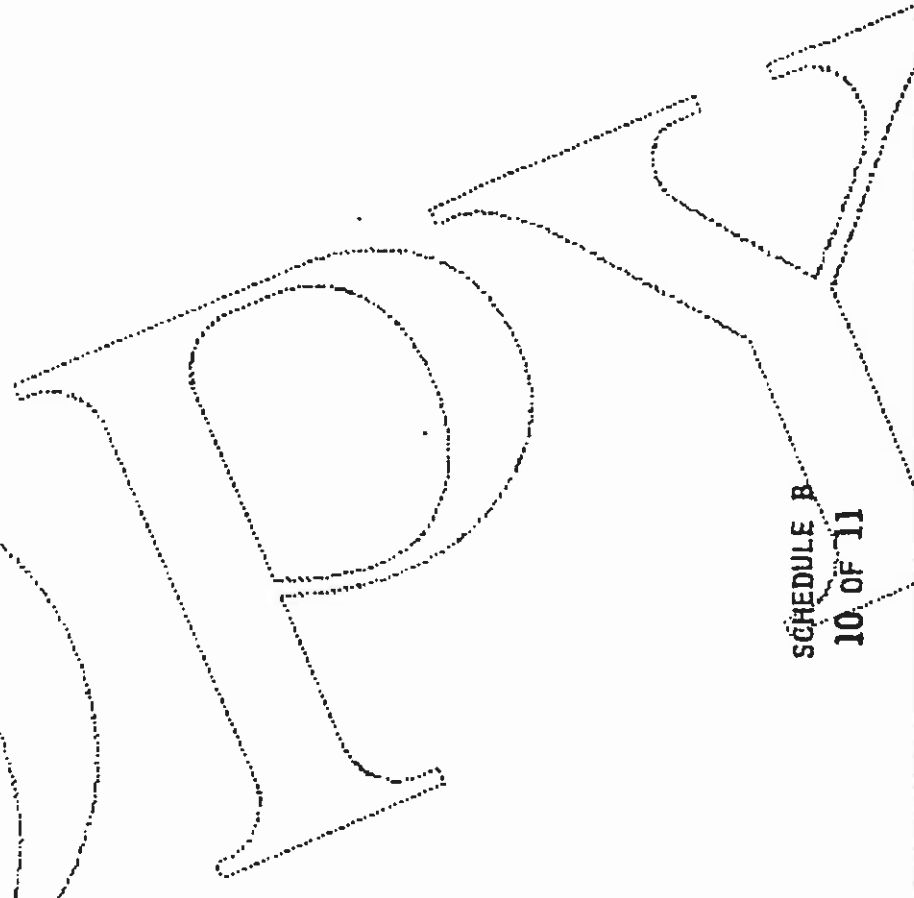
DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF PARCELS WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

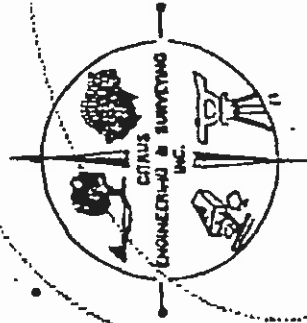
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 107-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S47°13'49"E, A DISTANCE OF 16.28 FEET, TO THE POINT OF BEGINNING; THENCE S47°13'49"E, A DISTANCE OF 43.05 FEET; THENCE S53°45'46"E, A DISTANCE OF 107.29 FEET; THENCE S65°39'01"E, A DISTANCE OF 18.34 FEET; THENCE S77°19'44"E, A DISTANCE OF 23.18 FEET; THENCE SOUTH, A DISTANCE OF 10.25 FEET; THENCE N77°19'44"W, A DISTANCE OF 26.45 FEET; THENCE N65°39'01"W, A DISTANCE OF 20.40 FEET; THENCE

SCHEDULE B
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N53°45'46"W, A DISTANCE OF 108.90 FEET; THENCE N47°13'49"W, A DISTANCE OF 41.58 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 01°19'13"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 10.21 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N31°15'04"E, 10.21 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.04 ACRES, OR 1946.19 SQUARE FEET OF LAND, MORE OR LESS.



SCHEDULE B
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PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000.

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "F" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE S47°13'49"E, A DISTANCE OF 59.33 FEET; THENCE S53°45'46"E, A DISTANCE OF 107.29 FEET; THENCE S65°39'01"E, A DISTANCE OF 18.34 FEET; THENCE S77°19'44"E, A DISTANCE OF 23.18 FEET, TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH, A DISTANCE OF 78.79 FEET; THENCE N87°37'57"W, A DISTANCE OF 50.04 FEET; THENCE NORTH, A DISTANCE OF 76.72 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.09 ACRES, OR 3887.69 SQUARE FEET OF LAND, MORE OR LESS.

SCHEDULE B

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EXHIBIT C

Minimum Maintenance Standards of STATE ROAD 44 ENTRANCE MAINTENANCE EASEMENTS:

1. Cut grass, edge and weed (weekly April 1 - October 31) (biweekly November 1 - March 31);
2. Blow-clean roadways upon mowing and edging;
3. Flower improvements four times per year;
4. Overseed with rye grass every winter; and,
5. Fertilize twice per year.

OPR

1200210

VERIFIED BY:

AK

D.C.

AMENDMENT TO DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS FOR
CLEARVIEW ESTATES OF CITRUS HILLS

Recorded in O.R. Book 730, Pages 0386 - 0407, et al.,
of the Public Records of Citrus County, Florida

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of
Clearview Estates subdivisions and Belmont Hills subdivisions, which properties are duly platted
of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded a
Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of
Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and as amended from
time to time, (herein "Clearview Declaration") and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein desires to amend
"Exhibit A," of the Clearview Declaration, to remove the Belmont Hills subdivisions from the
jurisdiction, terms, covenants, conditions and restrictions of the Clearview Declaration; and,

WHEREAS, Citrus Hills Investment Properties, the Declarant herein does hold title to more
than ten percent (10%) of the lots, as required by Section 5 of Article X of the Clearview
Declaration,

NOW, THEREFORE, Citrus Hills Investment Properties, by and through its Authorized
Agents, does hereby add a Section 5 of Article IV of the Clearview Declaration, to read as follows:
Section 5. Shared Responsibility for Maintenance and Repair of S.R. 44 Entrance to
Clearview Subdivisions. The Association shall share the financial responsibility along with
Belmont Hills Property Owners Association, Inc., on an equal per lot basis, for maintaining
and repairing the entrance to Belmont and Clearview subdivisions from S.R. 44. The initial
annual payment (beginning 2002) to be paid by Belmont Hills Property Owners Association,
Inc. shall be \$10.00 per Lot, and shall be paid to Clearview Estates of Citrus Hills Property
Owners Association, Inc. on or before February 28 of each year, for the Belmont Hills
Property Owners Association, Inc.'s share of the financial responsibility.

On or before December 1 of each year (beginning 2001), the President of the
Association and the President of Belmont Hills Property Owners Association, Inc. shall
establish the level of maintenance and repairs for the entrance, (which shall not be less than
the standards established in the Clearview Declaration). Once established, the President
shall present it for adoption by the board of directors of the Association (or, failing
adoption by the Board, remand it to the two Presidents for reconsideration). In the event this
procedure fails to establish a new standard on or before December 1 of the year preceding the
year such standards are to be applied, then the previous year's standards shall apply, and the
previous year's contribution by the Belmont Hills Property Owners Association to the
Association shall remain in effect.

AND, THEREFORE, Citrus Hills Investment Properties, by and through its Authorized
Agents, does hereby amend and restate Section 3 of Article V of the Clearview Declaration, to read
as follows:

Section 3. Basis for and Maximum Annual Assessments. The Annual Assessment, as
of January 2001, shall be: \$175.00 per year, per Lot. The Annual Assessment will remain in
effect until a different Annual Assessment is determined as provided in this Article.

15.00 D.C. 1

The amount of the Annual 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 Annual Assessment. The Annual Assessment shall be based upon the annual budget adopted by the Board of Directors. The Annual Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the respective Annual 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 Annual Assessment applies and may provide that the Annual 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. In any event, the Board of Directors shall fix the date(s) that the Annual Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified Annual Assessment in conformity therewith. Until the year of turnover (of control of the Association from the Declarant to the non-Declarant Members), the following restriction applies: If an adopted budget requires an Annual Assessment in any fiscal year exceeding one hundred twenty-five percent (125%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of Members, other than the Declarant, 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 Member. At the special meeting, the 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 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 the year of turnover, and thereafter, such restriction shall not apply to the Board of Directors or the adopted budget.

In addition, if the Board shall fail for any reason to adopt an annual budget and authorize an Annual Assessment, (except with regard to the Initial Annual Assessment), prior to the beginning of the new fiscal year, the budget and the Annual 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 Annual Assessment is adopted.

AND, THEREFORE, Citrus Hills Investment Properties, by and through its Authorized Agent, does hereby amend "Exhibit A" of the Clearview Declaration, to remove and delete the following property:

- Lots 1 through 21, Block A;
- Lots 1 through 47, Block B;
- Lots 1 through 11, Block C;
- Lots 1 through 34, Block D;
- Lots 1 through 34, Block E; and,
- Lots 1 through 19, Block F, of BELMONT HILLS UNIT 1 subdivision, as platted in

Plat Book 16, Pages 102 through 108, Public Records of Citrus County, Florida.

[SIGNATURES AND NOTARY CLAUSE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida general partnership, has hereunto set its hand this 5th day of June, 2001.

Citrus Hills Investment Properties,
a Florida general partnership
By: Stephen A. Tamposi
Stephen A. Tamposi
Authorized Agent

By: John E. Pastor
John E. Pastor
Authorized Agent

Eric D. Abel
Witness

Deborah K. Magnum
Witness

Eric D. Abel
Witness

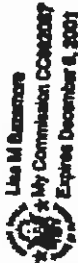
Deborah K. Magnum
Witness

STATE OF FLORIDA
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Citrus Hills Investment Properties; both of whom are personally known to me.

WITNESS my hand and official seal, this 5th day of June, 2001.

Eric D. Abel
Notary Public



This instrument prepared by
Eric D. Abel, General Counsel
Citrus Hills Investment Properties
2476 N. Essex Avenue
Hernando, FL 34442

Ⓜ

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS

FOR

CLEARVIEW ESTATES OF CITRUS HILLS

THIS DECLARATION is made this 18th day of February, 1987, by CITRUS HILLS INVESTMENT PROPERTIES, a Florida General Partnership, the property owner holding title to The Property described in Article II, Section 1, hereof, which declares that the real property described in Article II, Section 1, hereof, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to hereafter as "Covenants and Restrictions") set forth below.

ARTICLE I
DEFINITIONS

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

- (a) "Association" shall mean and refer to the CLEARVIEW ESTATES OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.
- (b) "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board, composed of Samuel A. Tamposi, Gerald Q. Nash, and Scott Stephens, and their successors, as provided for in Article VI herein.
- (c) "Lot (s)" shall mean and refer to any platted lot (s) within The Property, which is intended for use as a site for a single-family residence.
- (d) "Unimproved Lot" shall mean and refer to a lot upon which construction of a residence has not, in the opinion of the Architectural Control Board, been substantially completed.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot, or to the purchaser of same under an Agreement for Deed.

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

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

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

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

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

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

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

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

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

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

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

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

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

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

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

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

ARTICLE IV MAINTENANCE

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

Section 2. Association's Responsibility. The Association:

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

that such replacement becomes necessary.

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

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

Section 3. Owner's Responsibility. Except as provided in Section 2, above, all maintenance for each Lot and improvements thereon shall be the responsibility of the Owner thereof. Such maintenance shall be performed consistent with this Declaration and the Standards established by the ACB. In the event that the ACB determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder, or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his family, or guests, and is not covered or paid by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth, with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is no capable of completion within a ten (10) day period, to commence such work, which shall be compelled within a reasonable time. If any such Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at the Owner's sold cost and

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

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

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

Section 4. Notice and Quorum for any Action Authorized Under

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

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

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

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

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

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

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

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

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

ARTICLE VI
ARCHITECTURAL CONTROL BOARD

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

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

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

Section 3. Plans and Specifications. Plans and

specifications for final approval shall include the following:

- (a) Complete plans and specification sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placement of any structures, garage, outbuildings and walls or fences.
- (b) Front elevation and both side elevations, or front elevation and one side elevation and rear elevations, of structures (plus) elevations of walls and fences.
- (c) A perspective drawing, if deemed necessary by the ACB, to interpret adequately the proposed exterior design.
- (d) Data as to material, colors and texture of all exteriors, including roof coverings, fences and walls.
- (e) A landscaping plan for the Lot.
- (f) One set of blueprints shall be left with the ACB until construction is complete.

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

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

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

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

ARTICLE VII
GENERAL USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Easements. Easements for installation and maintenance of utilities and for ingress and egress thereto, are reserved as shown on the recorded plats of The Property. Also reserved are the Riding Trail Easements as identified in Article

VIII. Within these easements, no structure, planting or other material shall be placed or be permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area shall be maintained continuously by the Owner, except for the installations for which a public authority or utility company is responsible, and except for the Riding Trail Easements. Public and private utility companies servicing

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
SPECIFIC USE RESTRICTIONS AND EASEMENTS

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

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

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

Section 3. Easements for Use and Enjoyment.

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

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

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

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

Section 4. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within The Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving The Property or any portion thereof, including, but no limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve The Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wire, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

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

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

ARTICLE IX
CLUB MEMBERSHIP

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

ARTICLE X
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

WITNESSES:

M. Anne Hoover
Yvonne Cox
M. Anne Hoover
Yvonne Cox

State of New Hampshire
County of Hillsborough

CITRUS HILLS INVESTMENT
PROPERTIES
A General Partnership

BY:

Gerald Q. Nash
Managing Partner

Samuel A. Tamposi
Managing Partner

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

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

W. L. Linn, New Hampshire

M. Anne Hoover
NOTARY PUBLIC, State of
New Hampshire

My Commission Expires: 2/26/88

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

EXHIBIT A

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

RIDING TRAIL EASEMENTS

1. An easement, 30 feet wide along the rear lot line of:
Block 5: Lots 2 through 26, inclusive
Block 6: Lots 3 through 30, inclusive

2. An easement 30 feet wide along the side lot line of:
Block 5: Lot 26 (North Side Lot Line)
Block 6: Lot 3 (North Side Lot Line)
Block 9: Lot 1 (East Side Lot Line)
Block 9: Lot 2 (West Side Lot Line)
Block 10: Lot 1 (West Side Lot Line)
Block 10: Lot 2 (East Side Lot Line)

Rec'd 10:22

AMENDMENT TO RESTRICTIVE COVENANTS

Recorded in O.R. Book 730, Pages 0386 - 0407 of the Public Records of Citrus County, Florida.

WHEREAS, Citrus Hills Investment Properties, a General Partnership, is the developer of Clearview Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded Restrictions in the Public Records of Citrus County, Florida, in O.R. Book 730, Pages 0386 through 0407, inclusive, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein desires to amend Section 21, Article VII of the Declaration of Covenants, Conditions, Restrictions and Easements to permit the use of an individual well for irrigation purposes only, and;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein does hold title to more ten percent (10%) of the lots, as required by Section 5 of Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Clearview Estates, in fact holds title to more than eighteen (18%) of the residential lots.

NOW THEREFORE, Citrus Hills Investment Properties, by and through its Managing Partners Samuel A. Tamposi, Sr. and Gerald Q. Nash, do hereby amend Section 21, Article VII to read as follows:

Section 21. Water Supply. A central water system, which will be owned and operated by a utility system, shall furnish water to each lot and it shall be the responsibility of each Owner to pay connection fees, use fees and any other costs imposed by said utility, if any to obtain water. Individual wells are permitted for irrigation purposes only and may not be used for any other purpose, except as stated herein.

In all other respects, the Restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto set its hand this 14th day of May, 1990.

Citrus Hills Investment Properties,
A Florida General Partnership

Judy M. Houghton
Witness

Samuel A. Tamposi, Sr.
Witness

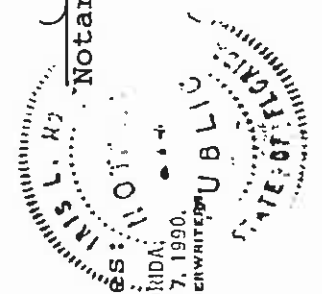
STATE OF Florida
COUNTY OF Citrus

By: Samuel A. Tamposi, Sr.
Samuel A. Tamposi, Sr.
Managing Partner

Before me personally appeared Samuel A. Tamposi, Sr., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of May, A.D. 1990.

Samuel A. Tamposi, Sr.
Notary Public



My commission expires: 10/1/90
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 7, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS, U.B.L.C.

Judy Mayfield
Witness

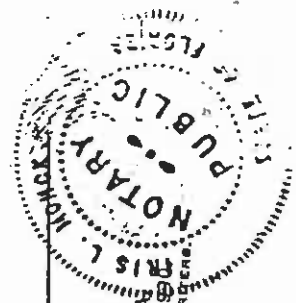
By: Gerald Q. Nash
Gerald Q. Nash
Managing Partner

Lewis L. March
Witness

STATE OF Florida
COUNTY OF Citrus

Before me personally appeared Gerald Q. Nash to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this 14th day of May, A.D. 1990.

Lewis L. March
Notary Public
My commission expires:



This instrument prepared by:
Richard Wm. Wesch, Esq.
Citrus Hills Investment Properties
2416 North Essex Avenue
Hernando, Florida 32642

628689
FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

'90 MAY 15 PM 3 05
VERIFIED BY: [Signature] D.C.

BK0855PG1048

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS
BOOK 593, PAGES 2107-2126, OF THE PUBLIC RECORDS OF
CITRUS COUNTY, FLORIDA.

WHEREAS, Citrus Hills Investment Properties, a Florida General Partnership is the Developer of Citrus Hills, First and Second Addition Subdivision, which properties are duly platted of record in Citrus County, Florida and,

WHEREAS, Citrus Hills Investment Properties has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 593, Pages 2107-2126, inclusive, and Amendments to said restrictions recorded in OR Book 607, page 637; OR Book 614, Page 964; OR Book 628, Page 1757; OR Book 645, Page 500; OR Book 646, Page 1955; OR Book 647, Page 910; OR Book 660, Page 1645; OR Book 661, Page 1444, and,

WHEREAS, Citrus Hills Investment Properties the Declarant herein, desires to amend article seven (7) to limit the size and number of billboards, sign boards or advertising devises and,

WHEREAS, Citrus Hills Investment Properties, the Declarant, herein does hold title to substantially more than ten percent (10%) of the lots as required by Section five (5) of Article ten (10) in the Declaration of Covenants, Restrictions and Easements for Citrus Hills First and Second Addition, in fact holds title to more 45% of the residential lots,

NOW THEREFORE, Citrus Hills Investment Properties by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby amend Article seven (7) by creating a new Section sixteen (16) to read as follows:

Section 16 SIGNS

No billboards, sign boards, advertising devises or sign of any kind or nature shall be maintained on any lot except for one sign of not more than five (5) square feet advertising the property for saie or rent or sign used by the builder advertising the property during the construction and sales period.

In all other respects the restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

In Witness Whereof, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto said its hand this

12th day of April, 1990.

'90 MAY 15 PM 3 05

VERIFIED BY:

 D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

628686

BK0855PG1043

Citrus Hills Investment Properties,
a Florida General Partnership

BY: [Signature]
Gerald Q. Nash,
Managing General Partner

BY: [Signature]
Samuel A. Tamposi
Managing General Partner

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

STATE OF New Hampshire
COUNTY OF Hillsborough

Before me personally appeared Gerald Q. Nash and Samuel A. Tamposi to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12th day of April, A.D. 1990.



[Signature]
Notary Public
State of New Hampshire
My commission expires:

My Commission Expires July 23, 1994