

021116F31155

26 FEB 5 AM 8 45

RECORDED  
INDEXED  
CITRUS HILLS, FLORIDA  
REGISTERED CLERK

7 0 0 1 6 2

COMPLETE RESTATEMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS, AS MODIFIED  
FOR  
BRENTWOOD OF CITRUS HILLS

1-50 Acc.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Declaration") is made this 9<sup>th</sup> day of January, 1996, by Brentwood Farms Limited Partnership, a Florida limited partnership ("Developer"). It constitutes a complete restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1065, Pages 1331, et seq, and contains the joinder of the original declarant, RCoFA Communities (Brentwood Farms), Inc.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community known as Brentwood of Citrus Hills (hereinafter described and defined as the "Property"); and

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

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

WHEREAS, there is incorporated, under the laws of the State of Florida, a non-profit corporation, namely, BRENTWOOD FARMS PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein.

NOW, THEREFORE, the Developer hereby declares that the Property identified in Article II hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens

(sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I. : DEFINITIONS

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

1. "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.
2. "Association" means Brentwood Farms Property Owners Association, Inc., a Florida not for profit corporation, organized, or to be organized, under Florida Statutes.
3. "Board of Directors" or "Board" means the Association's Board of Directors.
4. "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.
5. "CHCC" means Citrus Hills Construction Company, and/or its express designees, if any. CHCC is a Florida corporation, with its current principal place of business at 2050 North Brentwood Circle, Lecanto, Florida 34461. CHCC is a Certified General Contractor, licensed by the State of Florida Department of Business and Professional Regulation Construction Industry Licensing Board, License #CG C028828.
6. "Committee" means the Architectural Control Committee established pursuant to Article III herein.
7. "Common Property" or "Common Properties" means (i) any property now or hereafter owned by the Association (whether or not such property constitutes a portion of the Property), (ii) any property designated in Exhibit B hereto, and (iii) any property designated by Developer as Common Property in this Declaration or in any amendment or supplement to this Declaration. Common Property may or may not constitute a portion of the Property, it may be part of a dedicated right-of-way or easement, and it may be added to or reduced at any time by amendment pursuant to this Declaration.
8. "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as from time to time amended.
9. "Developer" means Brentwood Farms Limited Partnership, a Florida limited partnership, and its successors or assigns.
10. "Documents" or "Documentation" means the legal documentation for the Property consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws and all amendments to any of

BK 1116 PG 1457

the foregoing hereafter made and any other instruments or documents pertaining thereto.

11. " Dwelling " means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family and constructed upon a Lot, Unit or Parcel of the Property. The term " Dwelling " shall include apartments, single-family homes, townhomes, duplexes, condominium or cooperative Units and the like.
12. " Family " means 1) one or more persons each related to the other by blood, marriage, or legal adoption, or. 2) a group of not more than three (3) persons not all so related, who maintain a common household Dwelling.
13. " Golf Club Facilities " means the existing nine (9) hole golf course, together with all Improvements and related amenities thereto, owned by the Golf Club Owner (which are more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference), and such other real properties, Improvements and related amenities as may hereafter be designated as " Golf Club Facilities " by Declarant or any Golf Club Owner.
14. " Golf Club Owner " means RCofA Communities (Brentwood Farms), Inc., a Florida corporation, its successors and assigns, and such other entities and persons as may hereafter own or acquire any Golf Club Facilities.
15. " Lot " means any platted lot within the Property.
16. " Mortgage " means any valid instrument transferring any interest in real property as security for the performance of an obligation. " First Mortgage " means a valid mortgage having priority over all other mortgages on the same property, including those held by the Developer, as mortgagee.
17. " Owner " means any person who from time to time holds record title to any Lot, Unit or Parcel. If more than one person holds such title, all such persons are Owners, jointly and severally. The Developer is an Owner with respect to each Lot, Unit or Parcel from time to time owned by such Developer.
18. " Parcel " means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.
19. " Person " means any natural person or artificial entity having legal capacity.
20. " Property " shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Declaration.
21. " Resident " means a regular occupant of a Dwelling.

BK 1116 PG 1458

22. "Unit" means a cooperative unit pursuant to the declaration or documentation applicable thereto.
23. "Work" means the development of all or any portion of the Property by Developer's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of portions of the Property and improvements thereon.

ARTICLE II. : PROPERTY SUBJECT TO THIS DECLARATION

1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Exhibit A and Exhibit A-1, and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Declaration less any deletions therefrom pursuant to this Declaration shall hereinafter be referred to as the "Property".
2. Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots, Units and Parcels granted such benefit by this Article, unless this Article expressly grants such benefit to other persons. Except for the possibility in the future of the County, or other governmental entity, agreeing to maintain the road, in no event will the benefit of any such easement extend to the general public.
3. Utility Easements. Developer has identified areas for use by all utilities of the construction and maintenance of their respective facilities servicing the Property; and Developer hereby permits such utilities, jointly and severally, an easement for such purpose. In addition to the above, Developer hereby reserves unto itself and its successors and assigns an access easement over, under, across and through the Common Property and utility easements as may be required by Developer. Such utilities, as well as the Developer, and their respective agents, employees, designees and assigns, shall have full rights of ingress and egress over any Lot or Parcel not constituting a Dwelling, for all activities appropriately associated with the purposes of said easements but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage.
4. Common Property.  
a. Conveyance By Developer. Developer shall have the right to convey title to any portion of the Property or other property owned by it, or any easement or

interest therein, to the Association as Common Property, and the Association's acceptance shall be effective upon recording the deed or instrument of conveyance in the public records of Citrus County, Florida. Notwithstanding the foregoing, Developer shall not have the obligation to develop and/or convey any portion of the Property to the Association as Common Property, and if Developer desires to convey any portion of the Property to the Association, the timing of the conveyance shall be in the sole discretion of Developer.

- b. Conveyance By Any Person. Any person other than the Developer may convey title to any portion of the Property or other property owned by such Person, or any easement or interest therein, to the Association as Common Property, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Citrus County, Florida.
- c. Use and Benefit. All Common Property conveyed to the Association shall be held by the Association for the use and benefit of the Association and the Owners of the Property, and their respective families, guests and invitees, the holders of any mortgage encumbering any Property from time to time, and any other persons authorized to use the Common Property or any portion thereof by Developer or the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the Common Property to the Association, and subject to any rules and regulations adopted by the Association. A non-exclusive easement of enjoyment and right for such use is hereby created in favor of all Owners and other persons entitled to the use and benefit as provided herein, and such easement and right shall be appurtenant to and pass with the title to their respective property.
- d. Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense. In addition, so long as Developer owns any portion

BK 116761400

of the Property, Developer shall have the right to make any additions, alterations or improvements to the Common Property as may be desired by Developer in its sole discretion from time to time.

- e. Dedications. The Developer reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Developer shall also have the right to direct the Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property owned by the Association, whereupon the Association pursuant to the provisions of this Article, shall execute such documents as will be necessary to effect such dedication; provided, however, that this right of Developer shall terminate when Developer no longer is a Member of the Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to the Covenants and Restrictions contained within this Declaration, unless the instrument so dedicating, granting, or conveying such property, interest or easement specifically provides that same is subject to the Covenants and Restrictions contained within this Declaration.
- f. Extent of Owner's Easement. The rights and easements of enjoyment created herein, shall be subject to the following:
- (1) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot, Unit or Parcel remains unpaid, or for any infraction of the Association's published rules and regulations.
  - (2) The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedications or transfer shall be effective unless the Owners entitled to at least two-thirds (2/3) of the Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall neither preclude the Board of Directors of the Association from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and

across the Common Property without the consent of the Owners nor prevent the Developer from granting such specific easements with regard to Common Property owned by the Developer without the consent of the Owner.

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

(4) That portion of any driveway falling within the Common Properties which is contiguous to and serves one or more Lots, Units or Parcels shall, except as otherwise provided herein shall be subject to the exclusive use and possession of the Owners whose Lots, Units or Parcels are served by such driveway.

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

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

a. General Restrictions. The following easements and restrictive covenants are easements and covenants running with the land and are binding upon all Owners, their successors and assigns:

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

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

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

- (3) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot, Unit or Parcel at any time as a residence either temporarily or permanently, except that the Developer may place any type of temporary structure on any Lot, Unit or Parcel at any time to aid in its construction and/or sales activities.
- (4) No Lot, Unit or Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Citrus County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (5) No individual water supply system shall be permitted on any Lot, Unit or Parcel unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and approval of such system as installed shall be obtained from the Committee and such governmental agencies.
- (6) There shall be no alteration, addition or improvement of any Common Properties, except as provided in this Declaration.
- (7) Only automobiles, vans constructed as private passenger vehicles, and pick-up trucks used as private passenger vehicles may be parked within the Property overnight without the prior written consent of the Association. Except that the Developer may place a commercial vehicle, truck or trailer on the Property at any time to aid in its construction and/or sales activity. Commercial trucks, trailers, campers, mobile homes, boats or boat trailers or recreational vehicles must be stored in fully enclosed garages with the doors closed and may not be parked in any driveway or upon any Lot, Unit or Parcel; provided, however, that it shall not be a violation of this



provision for an Owner to park, in Owner's driveway, a camper, recreational vehicle, or a boat on a boat trailer, for a period of time not to exceed twenty-four (24) hours. No motor vehicle or boat repair work shall be conducted on any portion of the Property. No all-terrain vehicles may be used on the Property without the written consent of the Association or the Developer.

- (8) No mail box of any type shall be placed upon any Lot, Unit or Parcel nor affixed to any Dwelling unless the size and design thereof complies with the applicable rules and regulations of the Committee or has been approved by the Committee.
- (9) No television, radio, or other satellite dish, or other communication device or antenna(e) of any type or nature whatsoever shall be located upon the exterior of any Dwelling, or shall protrude from the interior to the exterior thereof, or shall be located anywhere on the Lot, Unit or Parcel, except as may be specifically authorized by the Association.
- (10) Digital satellite systems and/or wireless cable television reception dishes not larger than twenty inches (20") in diameter are expressly allowed; provided that such qualifying reception dishes must be installed so as to be harmoniously screened from the road right-of-way and neighboring properties.
- (11) There shall be no wall or window type air conditioning unit(s) in any Dwelling.
- (12) No Lot, Unit or Parcel shall be increased in size by filling in any water area it may abut. The elevation of a Lot, Unit or Parcel may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, Units or Parcels without the prior written approval of the Committee.
- (13) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, Unit or Parcel unless such installation complies with the applicable rules and regulations of the Committee or has been approved by the Committee. No more than ten percent (10%) of any Lot, Unit or Parcel (excluding buildings footprint) shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Committee.

BK 1116Pg 464

- (14) No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage facility upon the Lot, Unit or Parcel. All Lots shall have a paved driveway of stable and permanent construction. The driveway base shall be concrete and no driveway surface shall be painted, repainted, or otherwise artificially colored or recolored unless such variation shall comply with the applicable rules and regulations of the Committee or has been approved by the Committee.
- (15) No fences shall be used as a clothesline. Clotheslines are not permitted in any open area that is visible to the other Lots, Units or Parcels.
- (16) No fences, walls or hedges shall be constructed on any Lot, Unit or Parcel unless such item complies with applicable rules and regulations of the Committee or has been approved by the Committee.
- (17) No sign of any kind shall be displayed to the public view on any Lot, Unit or Parcel except in connection with the offering for sale of such Lot, Unit or Parcel as follows:
- (a) The exclusive sales agent for the Owner or the Owners may place one (1) professional sign not to exceed eight inches by twelve inches, which sign may only advertise the property "for sale" or "for rent" and which may be placed upon not more than one post, painted flat black in color, and which post shall not exceed forty-eight inches in height;
  - (b) This sign restriction shall not apply to the Developer.
- (18) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling except that two (2) common household pets, such as dogs, cats or birds, may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be kept on leashes when outside of the Owner's Lot, Unit or Parcel. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by the Association to the Owner thereof or to the person harboring such pet.

b. Rules and Regulations. The Board of Directors of the Association may from time to time adopt, or

amend previously adopted rules and regulations governing a) the interpretation and more detailed implementation of the restrictions set forth in this Declaration including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions as well as b) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in the Declaration.

- c. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Developer, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, whatever they determine to be reasonably necessary or convenient to complete the Work, including:
- (1) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in Lots, Units or Parcels by sale, lease, or otherwise.
  - (2) Development. Conducting thereon its business of completing the Work, establishing the Property as a residential community, and disposing of the Property in Lots, Units or Parcels by sale, lease or otherwise.
  - (3) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in Lots, Units or Parcels.
- d. Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot, Unit or Parcel to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any Dwelling upon any Lot, Unit or Parcel may not be made without the consent of its Owner or occupant for any purpose, except pursuant

to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

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

- f. Easements Reserved to Developer. Developer hereby reserves unto itself non-exclusive easements over, under, upon, and through, as well as the right to grant easements over, under, upon and through, the Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services and cable television services, to or across, or providing drainage to, in, or from the Property, any other property which may become part of the Property pursuant to this Declaration, or any other Property adjacent to the Property, provided that any such easements shall not materially interfere with the Golf Club Owner's, or any other Owner's reasonable use of such Owner's Property or Dwelling.
6. Ingress and Egress. Each Owner of a portion of the Property and each other occupant and invitee of or to a Dwelling is hereby granted and shall have a perpetual unrestricted easement over, across and through the Common Property for the purpose of pedestrian ingress and egress over the unpaved areas of the Common Property and vehicular ingress and egress over the paved areas of the Common Property, to and from his Lot, Unit or parcel, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot, Unit or Parcel. The Developer hereby reserves a perpetual unrestricted non-exclusive easement over, across and through the Common Property and all roadways if not part of the Common Property for the purpose of its access to the Property and the access to the Property of any of its successors and assigns.

ARTICLE III. : ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

1. Approval of Plans and Architectural Control Committee. For the purpose of further ensuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot, Unit or Parcel shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of at least three (3) members appointed by the Board of Directors of the Association shall have the exclusive power and discretion to control and approve the construction, remodeling, or addition to the buildings, Dwellings, structures and other improvements of any kind on each Lot, Unit or Parcel in the manner and to the extent set forth herein. No Dwelling, building, fence, wall, utility or yard shed or structure, driveway, swimming pool, swimming pool enclosure, yard ornament, bird bath, bird house, sport/game or play structure, or any other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, Unit or Parcel nor shall any addition to or exterior

BK | 1 | 6Pg | 468



change (including repainting) or alteration thereto be made, or shall any change in the landscaping, elevation or surface contour of a Lot be made unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. In addition, no tree may be removed from any Lot, Unit or Parcel without the Association's written approval. The Committee may require that all architectural, remodeling and landscape plans be accompanied by site plans which show intended work in relation to the Lot, Unit or Parcel lines and also locates the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing stating with reasonable detail the reason(s) for disapproval. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials of which the same are proposed to be built, the Lot, Unit or Parcel upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots, Units or Parcels. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

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

All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

2. Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, improvement, or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.
3. No Liability. Notwithstanding anything contained herein to the contrary, the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or Homeowners Association due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Committee, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Committee shall not be liable for any defect of deficiency in such plans or specifications or improvement, or any injury resulting therefrom.
4. Exemption. The Developer shall be exempt from the provisions of this Article and shall not be obligated to obtain any Association, Board, or Committee approval for any construction or change(s) in construction which the Developer may elect to make at any time.

ARTICLE IV. : ADDITIONS OR DELETIONS OF PROPERTY

1. a. Additions to the Property. Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit or Parcel. Such additional property may constitute additional Common Property or a portion of the Property out of which is formed Lots, Units and/or Parcels. Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the

Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall hereupon and thereafter be included within the term "Property" as used in the Declaration.

- b. General Land Plan. The present general plan of development for the Property shall not bind the Developer to make any additions to the Property or adhere to the general plan of development. Such general plan of development may be amended or modified by the Developer, in whole part, at any time, or discontinued. As used herein, the term "General Land Plan", or words to that effect, shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.
  - c. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the Covenants and Restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.
  - d. Deletions from the Property. Except as may otherwise expressly provided herein, only the Developer may delete and withdraw a portion of the Property from being subject to this Declaration.
2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to or from this Declaration by, and only by, the following procedure:
- a. The Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or any Owner, to make additional land subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association. In the Developer's sole discretion, portions of such



additional land may be designated as Common Property.

- b. The addition shall be accomplished by the Developer filing of record an amendment to this Declaration of Covenants, Conditions and Restrictions to include the additional land within the scope of this Declaration. Such supplement need only be executed by the Developer and shall not require the joinder or consent of the Association or the Owners. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be desired to reflect the different character, if any, of the entire Property, of the added land, or of any other portion of the Property, or permitted uses thereof.
  - c. No addition of property shall revoke or diminish the rights of the Owner's or other owners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein provided.
  - d. The Developer may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Subject only to the provisions of Article IX, (concerning existing mortgages), herein where applicable, such supplement need only be executed by the Developer and shall not require the joinder and consent of the Association or the Owners.
  - e. Nothing contained in this Article IV shall obligate the Developer to make additions to or deletions from the Property.
3. Voting Rights of the Developer as to Additions to the Property. The Developer shall have no voting rights as to the land added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, the Developer shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by Article V, Section 2. b. of this Declaration.
  4. Assessment Obligations of the Developer as to Additions to the Property. The Developer shall have no assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this Article. At such time, the Developer shall have, but

BK 1116Pg 1472

only as to such of the additional land as is added, the assessment obligations set forth in Article VIII of this Declaration:

5. Voting Rights of Owners Other Than the Developer as to Additions to the Property. Any Lots, Units or Parcels on land added to the Property which are owned by Owners other than the Developer, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by Article V, Section 2. a. of this Declaration to Class A Members.
6. Assessment Obligations of Owners Other Than the Developer as to Additions to the Property. Any Lots, Units or Parcels on land added to the Property which are owned by Owners other than the Developer, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of Article VIII of this Declaration in the same manner as all other Owners other than the Developer.

ARTICLE V. : MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a member of the Association, subject to and bound by the Association's Articles, By-Laws, rules and regulations, and this Declaration. The foregoing does not include Persons who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership of a Lot, Unit or Parcel shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more Persons, all such persons shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Developer shall also be a member so long as it owns one or more Lots, Units or Parcels.
2. Voting and Classes of Membership. The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in this Declaration, as may be more particularly described in the By-Laws. When more than one Person holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such Persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel. Prior to the time of any meeting at which a vote of the membership is to be taken, the co-owners shall file the name of the voting co-owner with the Secretary of the Association in order that such voting co-owner be entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed. The By-

BK 1116Pg 1473

Laws may provide more detailed provisions regarding the voting procedure for co-owners including but not limited to husband and wife co-owners, and also Persons which are corporations or other legal entities. There shall be no split vote permitted with respect to such Lot, Unit or Parcel. An Owner may cast his/her vote(s) upon becoming a member without regard to a record date for determining those members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Association. The two classes of voting membership and voting rights related thereto, are as follows:

- a. Class A. "Class A Members" shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Developer shall not be a Class A Member. Each Class A Member shall be entitled to one (1) vote for each Lot, Unit or Parcel owned by said Class A Member. "Class A Lots, Units and Parcels" shall be all Lots, Units and parcels owned by the Class A Members.
- b. Class B. The "Class B Member" shall be the Developer. "Class B Lots, Units and Parcels" shall be all Lots, Units and Parcels owned by the Developer which have not been converted to Class A membership as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows: For each Lot, Unit and Parcel which the Developer holds title, the Developer shall be entitled to nine (9) votes.
- c. Termination of Class B. Class B membership may cease and be converted to Class A membership and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:
  - (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
  - (2) On December 31, 2020, or
  - (3) When the Developer waives in writing its right to Class B membership and records such waiver in the public records of Citrus County referring specifically therein to the recording information of this Declaration.

Notwithstanding the foregoing, if at any time subsequent to any such conversion, additional land is added by the Developer pursuant to this Declaration, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by

BK 116PG 1474

the Developer (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Developer), then any Class A Lots, Units and Parcels owned by the Developer shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

3. Expansion of Voting Provisions. These voting provisions may be expanded by provisions of the By-Laws, provided that any such expansion shall not serve to dilute the voting interest of the Developer.

**ARTICLE VI. : RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

1. Association. The Association shall govern, make rules and regulations, control and manage the Lots, Units, Parcels and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the owner, and shall pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein including, but not limited to, the following specific maintenance and operational duties:
  - a. Security: Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. If a security guard(s) or security guard service is employed by the Association, the Board of Directors shall determine, in their sole discretion, the schedule and cost of expense of security guard(s) or security guard service. Such guard and security services are provided only as a means of supplementing governmental agencies, and expressly are not provided as a guarantee of safety or security to the Owners, Residents, their guests, or any other Persons.
  - b. Utilities, Taxes and Maintenance: The Association shall maintain the Common Properties and pay for all utility services, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Taxes on Common Property not owned but only maintained by the Association shall be paid by the owner thereof. Any

BR 1116 PG 1475

Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair.

- c. Insurance: The Association shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance as the Board deems adequate and advisable. The Association additionally shall cause all persons responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds.
- d. Recreation Facilities: The Association shall be responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all recreational facilities, if any, located from time to time on the Common Property. Such recreational facilities may include, but not be limited to any or all of: pool facilities, community center, tennis courts, and the like. The cost of operating, administering and maintaining the recreational facilities shall be paid by the Owners and included as part of the General Assessment as provided in Article VIII of this Declaration. The General Assessment may also include an amount to amortize the cost of such capital improvements that will serve as the recreation facilities. Although provision is made herein for the provision of recreation facilities, neither the Developer nor the Association is obligated to provide any recreation facilities. The Board of Directors may approve and modify rules and regulations regarding the use and operation of the recreational facilities of the Association.
- e. Maintenance of Common Property and Other Portions of the Property: Unless otherwise limited or specifically described elsewhere herein or in Exhibit B hereto, the Association shall maintain all Common Properties and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which may be given, by declaration, easement or deed, to the Association. If pursuant to any easement or deed, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owner(s) of

BK 1116 Pg 1476

Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Citrus County, Florida, and may be made in connection with an agreement with any Owner, the Developer, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of such Property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other individual, corporation, partnership, trust or other legal entity, including any governmental authority, to share in the maintenance responsibility of any portion of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. Notwithstanding the foregoing, if any Owner, or their guests or invitees, damages any Common Property or any improvement thereon, such Owner shall be liable to the Association for the cost of repair or restoration to the extent otherwise provided by law and at least to the extent such damage is not covered by the Association's insurance.

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

BK 1116Pg 14 / 1

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

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

The undertakings and contracts authorized by a Board of Directors consisting of Directors appointed by the Developer shall be binding upon the Association in the same manner as though such undertakings and contractors had been authorized by the Board of Directors consisting of Directors duly elected by the membership of the Association.

**ARTICLE VII. : LANDSCAPING OF LOTS, UNIT AND PARCELS AND MAINTENANCE OF IMPROVEMENTS THEREON**

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

BK 1116 Pg 478

Unit or Parcel or the improvements thereon, if any, within ten (10) days written notice of same from the Association, then the Association, by approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot, Unit or Parcel and to repair, maintain, and restore the Lot, Unit or Parcel and any improvements. The cost of same shall be added to and become part of the assessment on that specific Lot, Unit or Parcel, and said cost shall be a lien upon said Lot, Unit or Parcel with the same force and effect as the liens on Lots, Units or Parcels for general assessments as provided in this Declaration and the Articles and By-Laws of the Association.

ARTICLE VIII. : COVENANT FOR ASSESSMENTS

1. Assessments Established. Each Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:
  - a. General Assessments, as defined in Section 2 of this Article; and
  - b. Special Assessments, as defined in Section 5 of this Article; and
  - c. Specific Assessments that are established pursuant to any provision of this Declaration, or as provided in Section 6 of this Article; and
  - d. All taxes, if any, that from time to time as may be imposed upon all or any portion of the Assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made as provided in Section 11 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Declaration as "Assessment."

2. Purpose of Assessments; General Assessments. The assessments levied by the Association must be used exclusively to promote the recreation, health, safety, common good and welfare of the Owners and/or Residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, and/or the Articles and By-Laws of the Association. The Association may levy an

BR 1116PG 14/19



annual (or monthly) general assessment ("General Assessment"), to provide and be used for the operation, management and all other general activities and expenses of the Association, as set forth in this Declaration.

3. Initial General Assessment. The initial General Assessment shall be: \$150.00 per year, per Lot or Unit; \$354.00 per year, per acre of Parcel. The initial General Assessment will remain in effect until a different General Assessment is determined as provided in Section 4 of this Article.
  
4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be levied against each Owner by the Board of Directors and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the General Assessment. The General Assessment shall be based upon the annual budget adopted by the Board of Directors. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the respective General Assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board of Directors may determine the period for which the General Assessment applies and may provide that the General Assessment may be payable in equal monthly installments without interest until delinquent, and prepayable 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 General Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified General Assessment in conformity therewith. If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred twenty-five percent (125%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of Class A Members having at least ten percent (10%) of the votes of the entire membership (Class A and Class B, if any), shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Class A Member. At the special meeting, the Class A 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 Class A Members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board of Directors shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment, (except with regard to the initial General Assessment), prior to the beginning

BK 1116 Pg 1480

Assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and General Assessment is adopted.

5. Special Assessments. In addition to the General Assessment, the Association may levy against each Owner in any fiscal year special assessments ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.
6. Specific Assessments. Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration may also be assessed by the Association against such Owner's Lot, Unit or Parcel after such Owner fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice.
7. Developer's Assessments. Notwithstanding any provision of this Declaration or, the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Developer shall not be obligated for, nor subject to, any assessment for any Lot, Unit or Parcel which it may own, provided the Developer shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes but is not limited to interest earned on Association deposits, revenues from the operation of Common Property, and the assessments levied against the Owners of Class A Lots, Units and Parcels, other than the Developer. Such difference, herein called the "deficiency" shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditure or special assessments. The Developer may at any time give written notice to the Association prior to January 1 of any year, thereby terminating its responsibility for the deficiency effective as of the last day of February of such year, and waiving its right to exclusion from assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Developer that has a completed Dwelling with a Certificate of Occupancy, shall thereafter be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Developer. In no event shall the developer ever be obligated to fund reserves for the Association.
8. No Assessments for Common Property. The assessments provided for or created by this Article shall not apply to the Common Property of this Association or any other

property dedicated to and accepted for maintenance by a public or governmental authority.

9. Limited Assessments for Golf Club Facilities. The Owners of the Golf Club Facilities shall be liable for the following Assessments: (a) 100% of all Assessments (if any) attributable to the Golf Club Facilities, and (b) an amount equivalent to 12.5% of the Assessments associated with the following Common Properties only: all streets, walkways, right-of-ways, entrance features, gatehouse, security, and street lights. In no event shall the Owners of the Golf Club Facilities be charged or responsible for any Assessments associated with any of the following Common Properties (except to the extent it is part of the Golf Club Facilities): tennis courts, swimming pools, cabana or spa areas, activities buildings, or other amenities.
10. Commencement of General Assessment. Payment of the General Assessment as to each Lot, Unit or Parcel owned by an Owner other than the Developer commences on the first day of the month following the closing of the purchase of the respective Lot, Unit or Parcel by the Owner.
11. Lien for Assessment. All sums assessed to any Lot, Unit or Parcel together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit or Parcel in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot, Unit or Parcel provided such lien of a First Mortgage must be recorded prior to the recording of Notice of Lien by the Association for assessments. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot, Unit or Parcel after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Association's lien.
12. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment, and any Special Assessment or Specific Assessment against a specific Lot, Unit or Parcel have been paid and, if not,

BK 1110761402

13. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. In addition, a late fee of \$15.00 shall be imposed for any assessment not paid within ten (10) days after its due date. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.
14. Foreclosure. The lien for sums assessed pursuant to this Article VIII may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot, Unit or Parcel that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.
15. Subordination of Lien. Except where a Notice of Lien has been recorded in the public records prior to the recording of a valid First Mortgage, the lien for any assessment provided in this Article is subordinate to the lien of any such First Mortgage. Sales or transfer of any Lot, Unit or Parcel does not affect the assessment lien. The Association may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

16. Homesteads. By acceptance of a deed to any Lot, Unit or Parcel, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and the Association's lien has priority over any such homestead, and rights of homestead.
17. Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such service charge or fee incurred.
18. Fines. The Association may levy a fine against any Owner for each violation of any provision of this Declaration, the By-Laws, or any rules or regulations promulgated by the Board, and shall not exceed the greater of \$50.00 for the first offense, \$100.00 for a second similar offense. Prior to imposing any fine, the Owner shall be afforded an opportunity for a hearing after reasonable notice to the Owner of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or rules and regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Owner shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Owner. If the Owner fails to attend the hearing as set by the Board, the Owner shall be deemed to have admitted the allegations contained in the notice to the Owner. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the Board's decision at the hearing. Any fine levied against an Owner shall be deemed a Specific Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of General Assessment shall be applicable. Notwithstanding the foregoing, the Association shall not have the right to impose any fine against Developer.

BK 1116 Pg 1484

ARTICLE IX. : MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each  
 ... Mortgages encumbering a Lot, Unit or

Parcel (and the Dwelling thereon, if any) ("First Mortgagee") and the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

1. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot, Unit or Parcel ("Insurer or Guarantor") and the number or address of the Lot, Unit or Parcel on which it has (or insures or guarantees) the First Mortgage, the Association shall undertake to furnish to each First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of: 1) any condemnation of casualty loss that affects either a material portion of the Property or the Lot, Unit or Parcel securing its mortgage, 2) any 60-day delinquency in the Unit or Parcel on which it holds the mortgage, 3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and 4) any proposed action that requires the consent of a specified percentage of the First Mortgagees.
2. Any First Mortgagee of a Lot, Unit or Parcel who comes into possession of the said Lot, Unit or Parcel pursuant to the remedies provided in the mortgage, or deed-in-lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments and charges in favor of the Association against the mortgaged Lot, Unit or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Lot, Unit or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage.
3. Upon request in writing, each First Mortgage, Insurer or Guarantor shall have the right:
  - a. to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;
  - b. to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

- c. to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
  - d. to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles; or,
  - e. to receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.
4. No provision of this Declaration or the Articles of the Association or any similar instrument pertaining to the Property or the Lots, Units or Parcels therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, Units or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

**ARTICLE X. : LIMITATION OF RESIDENTIAL CONTRACTORS/BUILDERS**

CHCC shall be the exclusive residential contractor, or builder, upon the Lots, Units and Parcels of the Property. No Dwelling may be constructed upon any Lot, Unit or Parcel unless constructed by CHCC.

**ARTICLE XI. : DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF IMPROVEMENTS**

Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus the applicable Reserve Fund maintained by the Association, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the applicable Reserve Fund shall be applied by the Board or the applicable Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and the applicable Reserve Funds are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Owners through a special assessment (or some other applicable means) and all other parties in interest do not voluntarily make provisions for reconstruction within one-hundred eighty (180) days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be

BK 1116 PG 1400

reconstruction is not undertaken, the Board shall determine whether the net proceeds of insurance policies shall be 1) considered revenue of the Association, or 2) divided among all Owners in proportion to their voting rights. If such distribution occurs when the Association has both Class A and Class B members, then such distribution shall be made on the basis as if all Owners are Class A members.

**ARTICLE XII. : TERMINATION OF THE DECLARATION.**

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

**ARTICLE XIII. : OPERATION AND ACTION**

1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.
2. Action. All actions to be taken by the Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles of Incorporation or the By-Laws.

**ARTICLE XIV. : GENERAL PROVISIONS**

1. Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Owner's Lot, Unit or Parcel assessed against such losing Owner's Lot, Unit or Parcel failure by the Association



or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

2. Amendment

- a. Notwithstanding any contrary or limiting provision in this Declaration, the Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time which Developer shall have title to one or more Lots, Units or Parcels.
- b. This Declaration may be amended: (1) on or before December 31, 2010, by an instrument executed by the Association with the formalities from time to time required of a deed and approved by not less than ninety percent (90%) of all Owners and (ii) thereafter by an instrument so executed by the Association and approved by not less than seventy percent (70%) of all Owners. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of Citrus County, Florida. Notwithstanding the foregoing, no instrument of amendment shall be effective while the Developer owns one or more Lots, Units or Parcels, unless the Class B Member shall approve and join in such instrument.

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

BK 1116 Pg 1488

deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Unit or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2005.

4. Severability. Invalidation of any particular provision of this Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.
5. Joinder. Should title to any Lot, Unit or Parcel of the Property have been conveyed by Developer prior to the recording of this Declaration, such owners of Lots, Units or Parcels by their signature to a Joinder shall be deemed to have joined with Owner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot, Unit or Parcel to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.
6. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and Owners, their heirs, successors and assigns, for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years unless the Owners upon the affirmative vote of the holders of ninety-five (95%) of the votes decide within six (6) months of such renewal date, not to renew these covenants and restrictions and a certificate executed by the president or vice-president and secretary of the Association certifying to such vote is recorded in the public records.
7. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa: (ii) the use of one gender includes all genders: (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit" or "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and

"should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots, Units and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

8. Mortgage and Sale of Common Property. The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Property owned by the Association without the approval of at least two-thirds (2/3) of the votes of the Class A members. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s). This shall not prevent the Developer from adding to or deleting from the Common Property.
9. Performance of Association's Duties by Developer. Developer shall have the right from time to time, at its sole discretion, to perform at Developer's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and General Assessment payable by the owners; provided, however, that any such performance on the part of Developer may be discontinued by Developer at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of the Developer.
10. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Declaration, the Articles or the By-Laws, may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

[SIGNATURES AND NOTARY CLAUSES ON FOLLOWING PAGE]

BK 1116PG1490

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized agent(s) on this 9th day of January, 1996.

Lisa M Bazemore  
Name: LISA M BAZEMORE

Eric D. Abel  
Name: ERIC D. ABEL

BRENTWOOD FARMS LIMITED PARTNERSHIP  
By: 486 Properties, Inc., a Florida corporation, as its General Partner

By: Stephen A Tamposi  
Stephen A. Tamposi, President

Lisa M Bazemore  
Name: LISA M BAZEMORE

Eric D. Abel  
Name: ERIC D. ABEL

By: John E. Pastor  
John E. Pastor, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me  
WITNESS my hand and official seal this 9th day of JANUARY 1996.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 08, 1997  
Bonded by HAI  
800-422-1555

Lisa M Bazemore  
Notary Public State of Florida  
LISA M BAZEMORE

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc. Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me  
WITNESS my hand and official seal this 9th day of JANUARY, 1996.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 08, 1997  
Bonded by HAI  
800-422-1555

Lisa M Bazemore  
Notary Public State of Florida  
LISA M BAZEMORE

BR 11161491

EXHIBIT A

Property

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

Lots and Units

Lots 1 through 5, inclusive, of Tract 6;  
Lots 1 through 16, inclusive, of Tract 7 South;  
Lots 1 through 9, inclusive, of Tract 7 North;  
Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;  
Lot 1 of Tract 11;  
Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,  
Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

Parcels

Tracts 5, 8, 9, 12, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30, 31, 32, 33, 34, 35, 36, 46, 47.

EXHIBIT A-1

Golf Club Facilities

GOLF COURSE PARCEL: A PARCEL OF LAND LYING IN A PORTION OF TRACT 25 AND 38, BRENTWOOD, A SUBDIVISION IN SECTION 23, TOWNSHIP 18 SOUTH, RANGE 18 EAST, RECORDED IN PLAT BOOK 12, PAGES 70 THROUGH 73, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID SECTION 23, S 00° 11' 37" E A DISTANCE OF 1089.40 FEET TO AN INTERSECTION WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF WEST ALPHA COURT; THENCE ALONG THE WESTERLY PROJECTION AND ALONG THE CENTERLINE OF SAID WEST ALPHA COURT N 89° 48' 23" E A DISTANCE OF 710.00 FEET; THENCE CONTINUE N 89° 48' 23" E A DISTANCE OF 50.00 FEET TO THE EAST END OF THE CUL DE SAC ENDING WEST ALPHA COURT; THENCE CONTINUE N 89° 48' 23" E ALONG THE EASTERLY PROJECTION OF WEST ALPHA COURT, SAID LINE BEING ALSO THE NORTH LINE OF TRACT 28 OF SAID PLAT BRENTWOOD FOR A DISTANCE OF 415.00 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET; A CENTRAL ANGLE OF 90° 00' 00" A CHORD BEARING A DISTANCE OF S 45° 11' 37" E 56.57 FEET FOR A DISTANCE OF 62.85 TO THE POINT OF TANGENCY AND POINT OF BEGINNING. THENCE N 22° 35' 36" E A DISTANCE OF 419.14 FEET; THENCE N 89° 32' 10" E A DISTANCE OF 317.00 FEET; THENCE S 00° 08' 07" E A DISTANCE OF 320.46 FEET, THENCE S 09° 45' 29" E A DISTANCE OF 943.00 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET A CENTRAL ANGLE OF 80° 22' 37" A CHORD BEARING AND DISTANCE OF S 49° 56' 47" E 387.18 FEET FOR A DISTANCE OF 420.85 FEET TO THE POINT OF TANGENCY; THENCE LEAVING SAID CURVE S 00° 08' 07" E A DISTANCE OF 30.00 FEET; THENCE S 89° 51' 53" W A DISTANCE OF 13.43 FEET; THENCE S 00° 08' 07" E A DISTANCE OF 334.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET; A CENTRAL ANGLE OF 52° 27' 32", A CHORD BEARING AND DISTANCE OF S 26° 21' 58" E 132.59 FEET FOR A DISTANCE OF 137.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 64° 57' 56" A CHORD BEARING AND DISTANCE OF S 20° 06' 45" E 161.11 FEET FOR A DISTANCE OF 170.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 32° 27' 30" A CHORD BEARING AND DISTANCE OF S 28° 36' 02" W 385.68 FEET FOR A DISTANCE OF 390.89 FEET TO THE POINT OF TANGENCY; THENCE S 44° 49' 47" W A DISTANCE OF 540.00 FEET, THENCE S 45° 10' 13" E A DISTANCE OF 120.00 FEET; THENCE S 44° 49' 47" W A DISTANCE OF 339.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2134.00 FEET, A CENTRAL ANGLE OF 08° 08' 38" A CHORD BEARING AND DISTANCE OF S 48° 54' 06" W 303.06 FEET FOR A DISTANCE OF 303.32 FEET; TO AN INTERSECTION WITH A NONRADIAL LINE; THENCE ALONG SAID NONRADIAL LINE N 34° 55' 32" W FOR A DISTANCE OF 255.33 FEET; THENCE N 30° 38' 03" E FOR A DISTANCE OF 166.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 549.49 FEET A CENTRAL ANGLE OF 23° 21' 12" A CHORD BEARING AND DISTANCE OF N 18° 57' 27" E 222.42 FEET FOR A DISTANCE OF 223.97 FEET; THENCE N 07° 16' 51" E FOR A DISTANCE OF 584.12 FEET; THENCE N 59° 17' 39" W A DISTANCE OF 240.99 FEET; THENCE N 05° 59' 05" W A DISTANCE OF 255.82 FEET TO A NONRADIAL INTERSECT WITH THE ARC OF A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 90° 00' 00" A CHORD BEARING AND DISTANCE OF N 44° 48' 23" E A DISTANCE OF 70.71 FEET FOR A DISTANCE OF 78.54 FEET; THENCE LEAVING SAID CURVE N 45° 03' 04" E A DISTANCE OF 277.91 FEET; THENCE N 12° 40' 01" W FOR A DISTANCE OF 844.26 FEET; THENCE N 00° 11' 37" W A DISTANCE OF 400.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID POINT

BK 1116 PG 1493

EXHIBIT B

Common Properties

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof as recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

Tract 48;  
Tract 49;  
North Brentwood Circle;  
West Nicole Court;  
West Alpha Court;  
West Trimble Lane; and,  
West Jena Court.

JOINDER

BK 116 PG 1495

WHEREAS, RCofA Communities (Brentwood Farms), Inc., a Florida corporation, is the original declarant of restrictions concerning Brentwood subdivision;

WHEREAS, BRENTWOOD FARMS LIMITED PARTNERSHIP is the current owner of all of the Property, as defined in the foregoing Declaration, in Brentwood subdivision;

WHEREAS, BRENTWOOD FARMS LIMITED PARTNERSHIP desires to amend the Declaration of Restrictions for Brentwood subdivision, as reflected in the foregoing Declaration;

WHEREAS, RCofA Communities (Brentwood Farms), Inc. has reserved to itself a requirement of consent to any amendment to the declaration recorded at O.R. Book 1065, Pages 1331, et seq., Public Records of Citrus County, Florida; and

WHEREAS, RCofA Communities (Brentwood Farms), Inc. is willing to join in the foregoing amendment, which constitutes a restatement, of the Brentwood Declaration of Covenants, Conditions and Restrictions for Brentwood Farms;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, in hand paid, it is agreed:

1. RCofA Communities (Brentwood Farms), Inc. does hereby acknowledge its joinder in the foregoing Complete Restatement of Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills. This Restatement completely replaces and supercedes the former Declaration of Covenants.

IN WITNESS WHEREOF, THE INSTANT DOCUMENT WAS EXECUTED BY RCOFA COMMUNITIES (BRENTWOOD FARMS), INC., a Florida corporation, by its authorized officers or agents, who are thereunto duly authorized this 30<sup>th</sup> day of JANUARY, 1996.

Signed, sealed and delivered in the presence of:

WITNESSES:

RCOFA COMMUNITIES (BRENTWOOD FARMS), INC.

Lora A. Rives  
Name: LORA A. RIVES

By: Ronald K. Cates  
Name: Ronald K. Cates, C.E.O.

Mary L. Penman  
Name: MARY L. PENMAN

STATE OF Georgia  
COUNTY OF Dalton

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald K. Cates, as Chief Executive Officer of RCofA Communities (Brentwood Farms), Inc., who is personally known to me.

WITNESS my hand and official seal this 30<sup>th</sup> day of Jan., 1996.



19.2  
T.M.W.  
R

AMENDMENT TO COMPLETE RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS

FILED & RECORDED IN  
CITRUS COUNTY, FLORIDA  
PROPERTY STAMPS & LINK  
'96 SEP 27 AM 8 39  
VERIFIED BY: [Signature] O.G.

924938

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 19<sup>th</sup> day of August, 1996, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Complete Restatement of Declaration for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to seek necessary governmental approvals for the development of the property subject hereto;

WHEREAS, Developer desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended, where specified, as follows:

ARTICLE I: DEFINITIONS

\*\*\*

7. "Common Property" or "Common Properties" means (i) any property now or hereafter owned by the Association (whether or not such property constitutes a portion of the Property), (ii) any property designated in Exhibit B heretc, (iii) any property designated by Developer as Common Property in this Declaration or in any amendment or supplement to this Declaration, and (iv) the property encompassed by any Southwest Florida Water Management District surface water management permit. Common Property may or may not constitute a portion of the Property, it may be part of a dedicated right-of-way or easement, and it may be added to or reduced at any time by amendment pursuant to this Declaration.

\*\*\*

24. "Surface Water" or "Stormwater Management System," whether those terms are capitalized or lower case, means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store,

BK 15160855

BK1151PG0856

absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

\* \* \*

- 5.
  - g. Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by law by the Southwest Florida Water Management District permit.

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

\* \* \*

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

\* \* \*

- 1.
  - g. Maintenance, Operation and Repair of Surface Water Systems: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

BK1151PG0857

ARTICLE IIV: GENERAL PROVISIONS

1. Enforcement. \* \* \*

[Insert the following paragraph at the end of the existing paragraph]

The Southwest Florida Water Management District shall have the right to enforce, as required by law, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

2. Amendment. \* \* \*

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

\* \* \*

EXHIBIT A

Property:

Lots and Units

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

- Lots 1 through 5, inclusive, of Tract 6;
- Lots 1 through 16, inclusive, of Tract 7 South;
- Lots 1 through 9, inclusive, of Tract 7 North;
- Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;
- Lot 1 of Tract 11;
- Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,
- Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

The following described properties, situated in BRENTWOOD, FIRST ADDITION, subdivision, (a replat), according to the plat thereof recorded in Plat Book 16, Pages 12 through 14, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 41, inclusive.

Parcels

42

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book

BK 1151 PG 0858

12, Pages 70 through 73, inclusive, of the Public Records of  
Citrus County, Florida:  
Tracts 5, 8, 9, 12, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30,  
31, 32, 33, 34, 35, 36, 46, 47.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be  
executed by its duly authorized agent(s) on this 19<sup>th</sup> day of August  
1996.

BRENTWOOD FARMS LIMITED PARTNERSHIP  
By: 486 Properties, Inc., a Florida  
corporation, as its General Partner

[Signature]  
Name: LISA M. BAILEY

By: [Signature]  
Stephen A. Tamposi  
President

[Signature]  
Name: SARAH J. PASTOR

By: [Signature]  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State and County aforesaid to take acknowledgments,  
personally appeared Stephen A. Tamposi, as President of 486 Properties,  
Inc., a Florida corporation, as General Partner of Brentwood Farms Limited  
Partnership, a Florida limited partnership, who is personally known to me.  
WITNESS my hand and official seal this 19<sup>th</sup> day of August, 1996.



[Signature]  
Notary Public - State of Florida  
LISA M. BAILEY

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State and County aforesaid to take acknowledgments,  
personally appeared John E. Pastor, as Secretary of 486 Properties, Inc., a  
Florida corporation, as General Partner of Brentwood Farms Limited  
Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 19<sup>th</sup> day of August, 1996.



[Signature]  
Notary Public - State of Florida  
LISA M. BAILEY

0.50

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

'97 JUL 11 AM 8 08

VERIFIED BY: *[Signature]*

SECOND AMENDMENT TO COMPLETE RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 28<sup>th</sup> day of April, 1997, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Complete Restatement of Declaration for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to seek necessary governmental approvals for the development of the property subject hereto;

WHEREAS, Developer desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended, where specified, as follows:

EXHIBIT A

Property

Lots and Units

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

- Lots 1 through 5, inclusive, of Tract 6;
- Lots 1 through 16, inclusive, of Tract 7 South;
- Lots 1 through 9, inclusive, of Tract 7 North;
- Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;
- Lot 1 of Tract 11;
- Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,
- Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

The following described properties, situated in BRENTWOOD, FIRST ADDITION, subdivision, (a replat), according to the plat thereof recorded in Plat Book 16 Pages 12 through 14, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 42, inclusive.

The following described properties, situated in BRENTWOOD VILLAS subdivision, according to the plat thereof recorded in Plat Book 16 Pages 24 through 25, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 48, inclusive.

BK 1193Pg 1940

Parcels

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:  
Tracts 5, 8, 9, 12, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30, 31, 32, 33, 34, 35, 36, 46, 47.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 28 day of April 1997.

BRENTWOOD FARMS LIMITED PARTNERSHIP  
By: 486 Properties, Inc., a Florida corporation, as its General Partner

Sarah Linn  
Name: SARAH Linn

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

Lisa M. Bazemore  
Name: LISA M BAZEMORE

By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me

WITNESS my hand and official seal this 28 day of April, 1997.



Lisa M. Bazemore  
Notary Public LISA M BAZEMORE

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc., Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me

WITNESS my hand and official seal this 28 day of April, 1997.



Lisa M. Bazemore  
Notary Public - State of Florida  
LISA M BAZEMORE

10<sup>50</sup>

THIRD AMENDMENT TO COMPLETE RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS

VERIFIED BY:  
*KFB*  
D.C.

1004353

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 18<sup>th</sup> day of November, 1997, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Complete Restatement of Declaration for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to seek necessary governmental approvals for the development of the property subject hereto;

WHEREAS, Developer desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

*M  
R*

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to Exhibit A of the Restatement:

- The following described properties, situated in BRENTWOOD, SECOND ADDITION, (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 50 through 51, inclusive, of the Public Records of Citrus County, Florida:
  - Lots 1 and 2, Block A;
  - Lots 1 through 21, Block B;
  - Lots 1 through 13, Block C.

AND THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to Exhibit B of the Restatement:

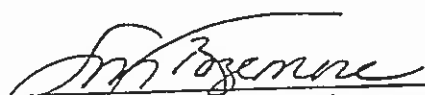
- The following described properties, situated in BRENTWOOD, SECOND ADDITION, (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 50 through 51, inclusive, of the Public Records of Citrus County, Florida:
  - West Marsten Court;
  - Tracts A, B and C.

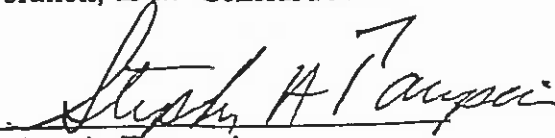
IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 4 day of December 19 97.

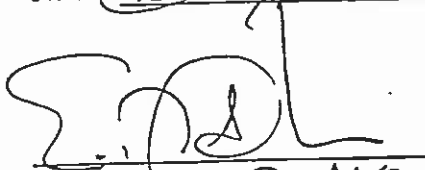
[SIGNATURES AND NOTARY CLAUSES ON FOLLOWING PAGE]

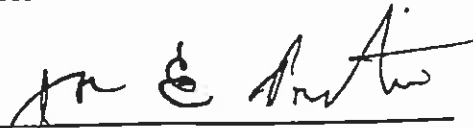
BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

  
Name: Lisa M. Bazemore

By:   
Stephen A. Tamposi  
President


  
Name: Eric D. Abel

By:   
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 4 day of December, 1997.

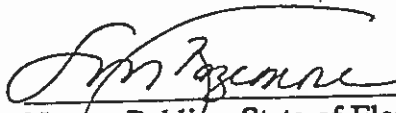
  
Notary Public


 Lisa M Bazemore  
My Commission CC692067  
Expires December 6, 2001

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 4 day of December, 1997.

  
Notary Public - State of Florida

 Lisa M Bazemore  
My Commission CC692067  
Expires December 6, 2001

Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442



1040175

VERIFIED BY:

KH

D.C.

FIFTH AMENDMENT TO COMPLETE RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS

THIS FIFTH AMENDMENT ("herein "Amendment") to the Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Restatement") is made this 3 day of August, 1998, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Restatement, recorded at O.R. Book 1116, Pages 1456, et seq., as amended.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit A" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS II (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 67 through 68, inclusive, of the Public Records of Citrus County, Florida:  
Lots 49 through 89.

AND THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit B" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS II (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 67 through 68, inclusive, of the Public Records of Citrus County, Florida:  
Tract C.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 3 day of August, 1998.

[SIGNATURES AND NOTARY CLAUSES ON FOLLOWING PAGE]

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

*Lisa M Bazemore*  
Name: LISA M BAZEMORE

By: *Stephen A Tamposi*  
Stephen A. Tamposi  
President

*Kristen M Meyer*  
Name: Kristen M Meyer

By: *E D Abel*  
Eric D. Abel  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and Eric D. Abel, as President and Secretary, respectively, of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 4 day of August, 1998.

*Lisa M Bazemore*  
Notary Public



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442

EX 1308 PG 2036

1999 JUN -4 PM 4:01

FILED & REC'D  
CITRUS COUNTY  
BETTY STRIFLER

107597

VERIFIED



10 50  
R. Mission

**FIFTH AMENDMENT TO COMPLETE RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS**

THIS FIFTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 19<sup>th</sup> day of APRIL, 1999, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Complete Restatement of Declaration for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

**WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit A" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS III (A REPLAT), according to the plat thereof recorded in Plat Book 116 Pages 100 through 101, inclusive, of the Public Records of Citrus County, Florida:  
**Lots 1 through 46.**

AND THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit B" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS III (A REPLAT), according to the plat thereof recorded in Plat Book 116 Pages 100 through 101, inclusive, of the Public Records of Citrus County, Florida:  
**West Nicole Court and West Shanelle Path.**

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 19<sup>th</sup> day of APRIL, 1999.

[SIGNATURES AND NOTARY CLAUSES ON FOLLOWING PAGE]

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

Avis M. Craig  
Name: Avis M. Craig

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

April M. Caravetto  
Name: APRIL M. CARAVETTO

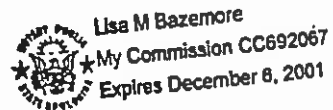
By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary, respectively, of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 19<sup>th</sup> day of APRIL, 1999.

Lisa M. Bazemore  
Notary Public



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442

10502

1126365

VERIFIED BY:  
OH D.C.

**SIXTH AMENDMENT TO COMPLETE RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AS MODIFIED, FOR  
BRENTWOOD OF CITRUS HILLS**

THIS SIXTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 14<sup>th</sup> day of February, 2000, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Complete Restatement of Declaration for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

**WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to bring additional land within the jurisdiction and control of the Association, and make it subject to the Restatement, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit A" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS IV (A REPLAT), according to the plat thereof recorded in Plat Book 110, Pages 143 through 144, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 90.

AND THEREFORE, the Developer hereby declares that the Restatement is amended to add the following described properties to "Exhibit B" of the Restatement:

The following described properties, situated in BRENTWOOD VILLAS IV (A REPLAT), according to the plat thereof recorded in Plat Book 110, Pages 143 through 144, inclusive, of the Public Records of Citrus County, Florida:  
N. Leneve Terrace, W. Crystal Mae Path, W. Zoe Court, N. Andrea Point, N. Mia Point, W. Chelsea Ann Way, and N. Blythe Terrace .

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 14<sup>th</sup> day of February, 2000.

[SIGNATURES AND NOTARY CLAUSES ON FOLLOWING PAGE]

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

Alicia M. Craig  
Name: Alicia M. Craig

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

Tabitha Beebe  
Name: Tabitha Beebe

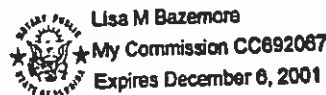
By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary, respectively, of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 14th day of February, 2000.

Lisa M. Bazemore  
Notary Public LISA M. BAZEMORE



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442

100

DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS

THIS DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 9<sup>th</sup> day of February, 19 96, by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Restatement").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Declaration of Further Covenants, Conditions and Restrictions, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Declaration of Further Covenants, Conditions and Restrictions is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Restatement and this Declaration of Further Covenants, Conditions and Restrictions.

ARTICLE I. : DEFINITIONS

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

1. "Club" means Citrus Hills Golf and Country Club, the club/association established by Citrus Hills Golf and Country Club, Inc., a Florida corporation, operating in Citrus County, Florida.
2. "Developer" means Brentwood Farms Limited Partnership, a Florida limited partnership, and its successors or assigns.

3. " Dwelling " means a residential housing unit consisting of a group of rooms which are designed or intended for use as living quarters and constructed upon a Lot, Unit or Parcel of the Property. The term " Dwelling " shall include apartments, single-family homes, townhomes, duplexes, condominium or cooperative Units and the like.
4. " Family Social Member " means a Charter Social Member, of the Family type, of the Club, as defined and determined by the Club in its Charter Membership Plan, Rules and Regulations, as they may be amended from time to time.
5. " Lot " means any platted lot within the Property.
6. " Qualified Owner " means any Person who from time to time holds record title to any Lot, Unit or Parcel, upon which there is a completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). If more than one Person holds such title, all such persons are Qualified Owners, jointly.
7. " Parcel " means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.
8. " Person " means any natural person or artificial entity having legal capacity.
9. " Property " shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Further Declaration.
10. " Unit " means a cooperative unit pursuant to the declaration or documentation applicable thereto.

ARTICLE II. : PROPERTY SUBJECT TO THIS DECLARATION

1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Further Covenants, Conditions and Restrictions is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Schedule A, and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Further Declaration, less any deletions therefrom pursuant to this Further Declaration shall hereinafter be referred to as the " Property ".
2. Appurtenances. The benefit of all rights and easements granted by this Further Declaration constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel enjoying such benefit.



ARTICLE III. : ADDITIONS OR DELETIONS OF PROPERTY

1.

- a. Additions to the Property. Additional land may be made subject to all the terms hereof in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit or Parcel. Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Further Declaration. All additional land which, pursuant to this Article, is made subject to this Further Declaration shall hereupon and thereafter be included within the term "Property" as used in this Further Declaration.
  
- b. Mergers. Upon the assignment, sale, merger, consolidation, or other transfer of the Citrus Hills Golf and Country Club ("Club") to another person or entity, the Club's rights may, by operation of law, be transferred to the assignee, transferee, surviving or consolidated corporation. The surviving or consolidated corporation shall thereafter operate as the Club under this Further Declaration and administer the rights and privileges established by this Further Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Further Declaration.
  
- c. Deletions from the Property. Except as otherwise may be expressly provided herein, only the Developer may delete and withdraw a portion of the Property from being subject to this Further Declaration.

2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to or from this Further Declaration by, and only by, the following procedure:

- a. The Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Club or any Owner, to make additional land subject to this Further Declaration.

DA 1111 / 151801 /

- b. The addition shall be accomplished by the Developer filing of record an amendment to this Further Declaration to include the additional land within the scope of this Further Declaration. Such supplement need only be executed by the Developer and shall not require the joinder or consent of the Club or the Owners. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Further Declaration as may be desired by Developer.
- c. The Developer may delete and withdraw a portion of the Property from being subject to this Further Declaration by a supplement to this Further Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Such supplement need only be executed by the Developer and shall not require the joinder and consent of the Club or the Owners.
- d. Nothing contained in this Article shall obligate the Developer to make additions to or deletions from the Property.

ARTICLE IV. : MEMBERSHIP

Membership. Every Qualified Owner shall be a Family Social Member of Citrus Hills Golf and Country Club, subject to and bound by the Club's Articles, By-Laws, rules and regulations, and this Further Declaration, as they may be amended from time to time. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation. A Qualified Owner of more than one Lot, Unit or Parcel shall be a Family Social Member for each Lot, Unit or Parcel owned by such Person. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel.

ARTICLE V. : RIGHTS AND OBLIGATIONS OF THE CLUB

Club. The Club shall govern, make rules and regulations, control and manage the Club, its members and its property pursuant to the terms and provisions of the Club's Articles, By-Laws, Membership Plan, Rules and Regulations, as amended from time to time.

ARTICLE VI. : COVENANT FOR ASSESSMENTS

- 1. Assessments Established. Each Qualified Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such

deed, is deemed to covenant to pay to Citrus Hills Golf and Country Club, Inc.:

- a. the dues, fees and/or assessments, as established by the Club, from time to time; and,
- b. any and all special assessments, fines, or penalties, assessed by the Club, pursuant to its Articles, By-laws, Membership Plan, and Rules and Regulations, as amended from time to time; and,
- c. All interest, late fees and taxes, if any, that from time to time as may be imposed upon all or any portion of the dues, fees or assessments of the Club.

All of the foregoing, together with all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made. Each such assessment, together with all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person or Persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Further Declaration as "Assessment."

2. Purpose of Assessments. The assessments levied by the Club may not be used in a manner prohibited by the Club.
3. Initial Assessment. The initial Assessment shall be \$150.00 per year, per Lot, Unit or Parcel, and will remain in effect until a different Assessment is determined as provided in the Club's Articles, By-laws, Membership Plan and Rules and Regulations, as amended from time to time.
4. Developer's Assessments. Notwithstanding any provision of this Declaration or, the Club's Articles or By-Laws to the contrary, the Developer shall not be obligated for nor subject to, any Assessment for any Lot, Unit or Parcel which it may own.
5. Commencement of Assessment. Payment of the Assessment as to each Lot, Unit or Parcel owned by a Qualified Owner other than the Developer commences on the first day of being a Qualified Owner, with a pro-ration of the current Assessment, based on the day of becoming a Qualified owner.
6. Lien for Assessment. All sums assessed to any Lot, Unit or Parcel together with all costs and expenses of collection, including reasonable attorneys' fees, are

secured by a lien on such Lot, Unit or Parcel in favor of the Club and Citrus Hills Golf and Country Club, Inc. All lienors acquiring liens on any Lot, Unit or Parcel after this Further Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Further Declaration constitutes constructive notice to all subsequent purchasers and creditors or either, of the existence of the Club's lien and its priority. The Club from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Club's lien.

7. Certificate. Upon demand, and for a reasonable charge, the Club will furnish to any interested person a certificate signed by an officer of the Club setting forth whether the Assessments against a specific Lot, Unit or Parcel have been paid and, if not, the unpaid balance(s).
8. Remedies of the Club. Any Assessment not paid within the time frames established by the Club, or this Further Declaration, from time to time, shall be subject to late fees, penalties, and interest until paid at the rate(s) established by the Club; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Club may bring an action at law against the Qualified Owner personally obligated to pay such Assessment, or foreclose its lien against such Qualified Owner's Lot, Unit or Parcel. No Qualified Owner may waive or otherwise escape liability for the Club's Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Club's lien or its priority.
9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Qualified Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Qualified Owner also is required to pay to the Club any Assessments against the Lot, Unit or Parcel that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Qualified Owner's title is divested by foreclosure. The Club has the right and power to bid at the foreclosure or other

legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgement against the Qualified Owner for such deficiency.

10. Priority Status of Lien. Sales or transfers of any Lot, Unit or Parcel does not affect the Assessment lien. The Club may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Club with respect to such lien, including priority.
11. Homesteads. By acceptance of a deed to any Lot, Unit or Parcel, each Qualified is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and the Club's lien has priority over any such homestead, and rights of homestead.

#### ARTICLE VII. : OPERATION AND ACTION

1. Operation. The provisions of this Further Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.
2. Action. All actions to be taken by the Club under this Further Declaration shall be taken by the Club, by its owner Citrus Hills Golf and Country Club, Inc., or its assigns.

#### ARTICLE VIII. : GENERAL PROVISIONS

1. Enforcement. Unless expressly provided otherwise, the Club, or Citrus Hills Golf and Country Club, Inc., or its assigns, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, through, or pursuant to, the provisions of this Further Declaration. If the Club or any Person entitled

to enforce any of the provisions of this Further Declaration is the prevailing party in any litigation involving this Further Declaration, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Club, or Citrus hills Golf and Country Club, Inc., is the prevailing party against any Qualified Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Qualified Owner's Lot, Unit or Parcel as provided herein. Failure by the Club, or Citrus Hills Golf and Country Club, Inc., to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

2. Amendment

Notwithstanding any contrary or limiting provision in this Further Declaration, the Developer may amend this Further Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time which Developer shall have title to one or more Lots, Units or Parcels.

3. Special Amendment. Anything herein to the contrary notwithstanding, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Further Declaration at any time and from time to time which amends this Further Declaration and any provision therein (i) to correct clerical or typographical errors in this Declaration; or (ii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Unit or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2005.

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

5. Covenant Running with Property. The Covenants and Restrictions of this Further Declaration shall run with and be binding upon the Property, and shall remain in force and be enforceable, for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years, unless ninety-five (95%) of the then-record title owners of the Property, along with the Club, affirmatively decide within six (6) months of such renewal date not to renew these covenants and restrictions and a certificate executed by the owners of the Property and the Club, certifying such decision is recorded in the public records.
  
6. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa: (ii) the use of one gender includes all genders: (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit" or "parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Further Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose. The various headings used in this Further Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.
  
7. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Further Declaration, the Articles or the By-Laws, may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

BK 1117PG 1813

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 9<sup>th</sup> day of February, 1996.

BRENTWOOD FARMS LIMITED PARTNERSHIP  
 By: 486 Properties, Inc., a Florida corporation, as its General Partner

Faith E. Brock  
Name: Faith E. Brock

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

Lisa M. Brazemore  
Name: Lisa M. Brazemore

By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me. WITNESS my hand and official seal this 9<sup>th</sup> day of February, 1996.

NOTARY PUBLIC  
FAITH E BROCK  
My Commission CC418447  
Expires Oct. 25, 1998  
Bonded by HAI  
800-422-1555

Faith E. Brock  
Notary Public - State of Florida  
Faith E. Brock

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me. WITNESS my hand and official seal this 9<sup>th</sup> day of February, 1996.

NOTARY PUBLIC  
FAITH E BROCK  
My Commission CC418447  
Expires Oct. 25, 1998  
Bonded by HAI  
800-422-1555

Faith E. Brock  
Notary Public - State of Florida  
Faith E. Brock

BK1117PG1814



SCHEDULE A

Property

The following described properties, situated in BRENTWOOD subdivision according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

- Lots 1 through 5, inclusive, of Tract 6;
- Lots 1 through 16, inclusive, of Tract 7 South;
- Lots 1 through 9, inclusive, of Tract 7 North;
- Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;
- Lot 1 of Tract 11;
- Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,
- Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

893085

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

'96 FEB 13 PM 3 44

VERIFIED BY:



D.C.

BK 1117PG 1815

10.9.  
J. M. Shaw

R

AMENDMENT TO THE DECLARATION  
OF FURTHER COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
BRENTWOOD OF CITRUS HILLS

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
CLERK'S OFFICE  
96 SEP 27 AM 8 39  
VERIFIED BY:  
D.C.

924939

THIS AMENDMENT to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills ("Amendment") is made this 19<sup>th</sup> day of August, 1996, by Brentwood Farms Limited Partnership, a Florida limited partnership. It amends certain provisions of the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills, recorded at O.R. Book 1117, Pages 1805, et seq., (herein "Further Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Amendment, and desires to subject additional land to the Further Covenants, as amended from time to time;

NOW, THEREFORE, the Developer hereby declares that Schedule A of the Further Covenants is amended as follows:

SCHEDULE A

Property

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 5, inclusive, of Tract 6;  
Lots 1 through 16, inclusive, of Tract 7 South;  
Lots 1 through 9, inclusive, of Tract 7 North;  
Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;  
Lot 1 of Tract 11;  
Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,  
Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

The following described properties, situated in BRENTWOOD, FIRST ADDITION, subdivision, (a replat), according to the plat thereof recorded in Plat Book 16, Pages 12 through 14, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 4, inclusive.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized agent(s) on this 19<sup>th</sup> day of August, 1996.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGE]

9K 1151 PG 0859

BK 1151 PG 0860

BRENTWOOD FARMS LIMITED PARTNERSHIP  
By: 486 Properties, Inc., a Florida  
corporation, as its General Partner

[Signature]  
Name: DEB H. BAZEMORE

By: [Signature]  
Stephen A. Tamposi  
President

[Signature]  
Name: SARAH L. PASTOR

By: [Signature]  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.  
WITNESS my hand and official seal this 14th day of AUGUST, 1996.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 04, 1997  
Bonded by MAI  
800-422-1353

[Signature]  
Notary Public - State of Florida  
LISA M BAZEMORE

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc., a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 14th day of AUGUST, 1996.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 04, 1997  
Bonded by MAI  
800-422-1353

[Signature]  
Notary Public - State of Florida  
LISA M BAZEMORE

6.50

BK 1193PG 1930

964999

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
NETTY STRIFLER, CLERK

SECOND AMENDMENT TO AND COMPLETE RESTATEMENT  
OF THE DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS

97 JUL 11 AM 8 08

.. VERIFIED BY:  
KB D.C.

THIS SECOND AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 28<sup>th</sup> day of April, 1997, by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein "Association"). It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Declaration of Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Further Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Declaration of Covenants and this Further Declaration.

ARTICLE I. : DEFINITIONS

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

1. "Club" means Citrus Hills Golf and Country Club, the club/association established by Citrus Hills Golf and Country Club, Inc., a Florida corporation, and/or its successors and assigns.
2. "Developer" means Brentwood Farms Limited Partnership, a Florida limited partnership, its successors or assigns.
3. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for use as living quarters and constructed upon a Lot, Unit or Parcel of the Property. The term "Dwelling" shall include apartments, single-family homes, townhomes, duplexes, condominium or cooperative units and the like.
4. "Family Social Member" means a Charter Social Member, of the Family type, of the Club, as defined and determined by the Club in its Charter Membership Plan, Rules and Regulations, as they may be amended from time to time.
5. "Lot" means any platted lot within the Property.
6. "Qualified Owner" means any Person who from time to time holds record title to any Lot, Unit or Parcel, upon which there is a completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). If more than one Person holds such title, all such persons are Qualified Owners, jointly. This expressly does not include the Developer.
7. "Parcel" means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.
8. "Person" means any natural person or artificial entity having legal capacity.
9. "Property" shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Further Declaration.
10. "Unit" means a cooperative unit pursuant to the declaration or documentation applicable thereto.

**ARTICLE II. : PROPERTY SUBJECT TO THIS DECLARATION**

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

2. Appurtenances. The benefit and burden of all rights and easements granted by this Further Declaration constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel enjoying such benefit.

ARTICLE III. : ADDITIONS OR DELETIONS OF PROPERTY

1.
  - a. Additions to the Property. Additional land may be made subject to all the terms hereof in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit or Parcel. Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Further Declaration. All additional land which, pursuant to this Article, is made subject to this Further Declaration shall hereupon and thereafter be included within the term "Property" as used in this Further Declaration.
  - b. Mergers. Upon the assignment, sale, merger, consolidation, or other transfer of Citrus Hills Golf and Country Club, Inc. ("Club") to another person or entity, the Club's rights may, by operation of law, be transferred to the assignee, transferee, surviving or consolidated corporation. The surviving or consolidated corporation shall thereafter operate as the Club under this Further Declaration and administer the rights and privileges established by this Further Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Further Declaration.
  - c. Deletions from the Property. Except as otherwise may be expressly provided herein, only the Developer may delete and withdraw a portion of the Property from being subject to this Further Declaration.
2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to or from this Further Declaration by, and only by, the following procedure:
  - a. The Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Club or any Owner, to make additional land subject to this Further Declaration.
  - b. The addition shall be accomplished by the Developer filing of record an amendment to this Further Declaration to include the additional land within the scope of this Further Declaration. Such supplement need only be executed by the Developer and shall not require the joinder or consent of the Club or the

Owners. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Further Declaration as may be desired by Developer.

- c. The Developer may delete and withdraw a portion of the Property from being subject to this Further Declaration by a supplement to this Further Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Such supplement need only be executed by the Developer and shall not require the joinder and consent of the Club or the Owners.
- d. Nothing contained in this Article shall obligate the Developer to make additions to or deletions from the Property.

#### ARTICLE IV. : MEMBERSHIP

Membership. Every Qualified Owner shall be a Family Social Member of Citrus Hills Golf and Country Club, subject to and bound by the Club's Articles, By-Laws, Rules and Regulations, and this Further Declaration, as they may be amended from time to time. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation. A Qualified Owner of more than one Lot, Unit or Parcel shall be a Family Social Member for each Lot, Unit or Parcel owned by such Person. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel.

#### ARTICLE V. : RIGHTS AND OBLIGATIONS OF THE CLUB

Club. The Club shall govern, make rules and regulations, control and manage the Club, its members and its property pursuant to the terms and provisions of the Club's Articles, By-Laws, Membership Plan, Rules and Regulations, as amended from time to time.

#### ARTICLE VI. : COVENANT FOR ASSESSMENTS

1. Assessments Established. Each Qualified Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to Brentwood Farms Property Owners Association, Inc. for the benefit of Citrus Hills Golf and Country Club, Inc.:
  - a. the dues, fees and/or assessments, as established by the Club, from time to time; and,
  - b. any and all special assessments, fines, or penalties, assessed by the Club, pursuant to its Articles, By-laws, Membership Plan, and Rules and Regulations, as amended from time to time; and,

- c. All interest, late fees and taxes, if any, that from time to time as may be imposed upon all or any portion of the dues, fees or assessments of the Club.

All of the foregoing, together with all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made. Each such assessment, together with all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person or Persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Further Declaration as "Assessment."

2. Purpose of Assessments. The Assessments paid to the Club (through the Association) may not be used in a manner prohibited by the Club.
3. Initial Assessment. The initial Assessment shall be \$150.00, plus applicable sales tax, per year, per Lot, Unit or Parcel, and will remain in effect until a different Assessment is determined as provided in the Club's Articles, By-laws, Membership Plan and Rules and Regulations, as properly amended from time to time. The Assessment amount shall be collected as a specific assessment, in accordance with the provisions of the Declaration of Covenants.
4. Commencement of Assessment. Payment of the Assessment as to each Lot, Unit or Parcel owned by a Qualified Owner commences on the first day of being a Qualified Owner, with a pro-ration of the current Assessment, based on the day of becoming a Qualified Owner, and shall be paid to the Association so that it may pay the obligation to the Club.
5. Lien for Assessment. All Assessments to any Lot, Unit or Parcel together with all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit or Parcel in favor of the Association to secure the Association's obligations to the Club as set forth herein. All lienors acquiring liens on any Lot, Unit or Parcel after this Further Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Further Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien for the benefit of the Club, and the priority of said lien. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the Association's lien.
6. Certificate. Upon demand, and for a reasonable charge, the Association or Club will furnish to any interested person a certificate signed by an officer of the Association or Club setting forth whether the Assessments against a specific Lot, Unit or Parcel have been paid and, if not, the unpaid balance(s).



7. Remedies. Any Assessment not paid within the time frames established by the Association, Club, and this Further Declaration, from time to time, shall be subject to late fees, penalties, and interest until paid at the rate(s) established by the Association and Club; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Association or Club may bring an action at law against the Qualified Owner personally obligated to pay such Assessment, or foreclose its lien against such Qualified Owner's Lot, Unit or Parcel. No Qualified Owner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the lien or its priority.
8. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Qualified Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Qualified Owner also is required to pay any Assessments against the Lot, Unit or Parcel that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Qualified Owner's title is divested by foreclosure. The Association or Club has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgement against the Qualified Owner for such deficiency.
9. Priority Status of Lien. Sales or transfers of any Lot, Unit or Parcel do not affect the Assessment lien. The Association or Club may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Association and Club with respect to such lien, including priority.
10. Homesteads. By acceptance of a deed to any Lot, Unit or Parcel, each Qualified Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement, benefit, and maintenance of any homestead thereon and the lien for Assessments has priority over any such homestead, and rights of homestead.

1. Operation. The provisions of this Further Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.
2. Action by the Association. All actions to be taken by the Association under this Further Declaration shall be taken by the Association, or its designees or assigns.
3. Action by the Club. All actions to be taken by the Club under this Further Declaration shall be taken by the Club, or its designees or assigns.

#### ARTICLE VIII. : GENERAL PROVISIONS

1. Enforcement. Unless expressly provided otherwise, the Association or Club, or their assigns, have the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, through, or pursuant to, the provisions of this Further Declaration. If the Association, Club or any Person entitled to enforce the collection provisions of this Further Declaration is the prevailing party in any litigation involving the collection of Assessments under this Further Declaration, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association or Club is the prevailing party against any Qualified Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Qualified Owner's Lot, Unit or Parcel as provided herein. Failure by the Association or Club to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.
2. Amendment  
Notwithstanding any contrary or limiting provision in this Further Declaration, the Developer may amend this Further Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time which Developer shall have title to one or more Lots, Units or Parcels.
3. Severability. Invalidation of any particular provision of this Further Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Further Declaration when necessary to avoid a finding of invalidity.
4. Covenant Running with Property. The Covenants and Restrictions of this Further Declaration shall run with and be binding upon the Property, and shall remain in force and be enforceable, for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years, unless: (i) ninety-five (95%) of the then-record title owners

of the Property, along with the Club, affirmatively decide within six (6) months of such renewal date not to renew these covenants and restrictions and a certificate executed by the owners of the Property and the Club, certifying such decision is recorded in the public records; (ii) the Club, its successors and assigns, shall fail to exist; or, (iii) the Club shall no longer have available, make available or offer memberships.

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

6. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Further Declaration, the Articles or the By-Laws, may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 28 day of April, 1997.

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

Sarah Linn  
Name: SARAH LINN

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

Lisa M. Barzmore  
Name: LISA M. BARZMORE

By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 28 day of April, 1997.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 08, 1997  
Bonded by HAI  
800-422-1555

*Lisa M Bazemore*  
Notary Public - State of Florida  
*LISA M BAZEMORE*

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 28 day of April, 1997.



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 08, 1997  
Bonded by HAI  
800-422-1555

*Lisa M Bazemore*  
Notary Public - State of Florida  
*LISA M BAZEMORE*

SCHEDULE A

Property

The following described properties, situated in BRENTWOOD subdivision, according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, inclusive, of the Public Records of Citrus County, Florida:

Lots 1 through 5, inclusive, of Tract 6;  
Lots 1 through 16, inclusive, of Tract 7 South;  
Lots 1 through 9, inclusive, of Tract 7 North;  
Lots 1, 2, 3, 4, 7, 9 and 10 of Tract 10;  
Lot 1 of Tract 11;  
Lots 1, 2, 6, 8, 11, 12, 16, 23 and 24 of Tract 16; and,  
Lots 1, 2, 4, 5, 6, 7, 8, 10, 12 and 13 of Tract 37.

AND,

the following described properties, situated in BRENTWOOD, FIRST ADDITION, subdivision, (a replat), according to the plat thereof recorded in Plat Book 16, Pages 12 through 14, inclusive, of the Public Records of Citrus County, Florida:

Lots 1 through 42, inclusive.

AND,

the following described properties, situated in BRENTWOOD VILLAS subdivision, according to the plat thereof recorded in Plat Book 110, Pages 24 through 25, inclusive, of the Public Records of Citrus County, Florida:

Lots 1 through 48, inclusive.

THIRD AMENDMENT TO THE DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS

VERIFIED BY:  
*[Signature]*  
D.C.

1004354

THIS THIRD AMENDMENT TO THE DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 18th day of November, 1992 by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein "Association"). It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Declaration of Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Further Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Declaration of Covenants and this Further Declaration.

AND, THEREFORE

the Developer hereby declares that the Further Declaration is amended to add the following described properties to Schedule A of the Further Declaration:

The following described properties, situated in BRENTWOOD, SECOND ADDITION, (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 50 through 51, inclusive, of the Public Records of Citrus County, Florida:

- Lots 1 and 2, Block A;
- Lots 1 through 21, Block B;
- Lots 1 through 13, Block C.

[SIGNATURES AND NOTARY CLAUSES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 18<sup>th</sup> day of NOVEMBER, 1997.

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

[Signature]  
Name: LISA M BAZEMORE

By: [Signature]  
Stephen A. Tamposi  
President

[Signature]  
Name: Kellean Manning

By: [Signature]  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi, as President of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 18<sup>th</sup> day of November 1997.



LISA M BAZEMORE  
My Commission CC334857  
Expires Dec. 06, 1997  
Bonded by HAI  
800-422-1555

[Signature]  
Notary Public - State of Florida

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Pastor, as Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 18<sup>th</sup> day of November 1997.

[Signature]  
Notary Public - State of Florida

Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 06, 1997  
Bonded by HAI  
800-422-1555

1040176

VERIFIED BY:

KH D.C.

FIFTH AMENDMENT TO THE DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS

THIS FIFTH AMENDMENT TO THE DECLARATION OF FURTHER COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further  
Declaration") is made this 3rd day of August, 1998, by  
Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots  
in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club,  
and requiring payment of dues for such membership established by Citrus Hills Golf and  
Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein  
"Association"). It is distinct from, and in addition to, the Restatement of the Declaration of  
Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116,  
Pages 1456, et seq., (herein "Declaration of Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property added to and described in this  
amendment to the Further Declaration, and desires to create thereon the benefit of social  
membership in the Citrus Hills Golf and Country Club, and the burden of payment of family  
social membership dues as established from time to time by Citrus Hills Golf and Country  
Club, Inc., or its assigns, and to provide for collection of such payments by the Association;  
and,

WHEREAS, Developer desires to subject additional property to the Declaration of  
Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this  
Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied  
subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens  
(sometimes referred to as "Covenants and Restrictions"), including the Declaration of  
Covenants and this Further Declaration.

NOW THEREFORE

the Developer hereby declares that the Further Declaration is amended to add the  
following described properties to Schedule A of the Further Declaration:

The following described properties, situated in BRENTWOOD VILLAS II (A REPLAT),  
according to the plat thereof recorded in Plat Book 16 Pages 67 through 68,  
inclusive, of the Public Records of Citrus County, Florida:  
Lots 49 through 89.

[SIGNATURES AND NOTARY CLAUSES CONTINUED ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 3rd day of August, 1998.

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

[Signature]  
Name: LISA M BAZEMORE

By: [Signature]  
Stephen A. Tamposi  
President

[Signature]  
Name: Kristen M. Dreyer

By: [Signature]  
Eric D. Abel  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and Eric D. Abel, as President and Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who is personally known to me.

WITNESS my hand and official seal this 4 day of August, 1998.

[Signature]  
Notary Public - State of Florida



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442

1075976

VERIFIED BY:  
 D.C.

10.50  
R. W. Shick

SIXTH AMENDMENT TO THE DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS

THIS SIXTH AMENDMENT TO THE DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 19<sup>th</sup> day of APRIL, 1999, by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein "Association"). It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Declaration of Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property added to and described in this amendment to the Further Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Declaration of Covenants and this Further Declaration.

NOW THEREFORE, the Developer hereby declares that the Further Declaration is amended to add the following described properties to Schedule A of the Further Declaration:

The following described properties, situated in BRENTWOOD VILLAS III (A REPLAT), according to the plat thereof recorded in Plat Book 16 Pages 100 through 101, inclusive, of the Public Records of Citrus County, Florida:  
Lots 1 through 46.

[SIGNATURES AND NOTARY CLAUSES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 19<sup>th</sup> day of APRIL, 19 99.

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

AVIS M. CRAIG  
Name: AVIS M. CRAIG

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

APRIL M. CARAVETTO  
Name: APRIL M. CARAVETTO

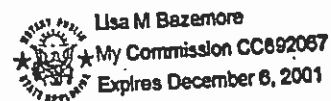
By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 19<sup>th</sup> day of APRIL, 1999.

Lisa M. Bazemore  
Notary Public - State of Florida



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442

10.50 REC

FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1126366

VERIFIED BY:

 D.C.

**SEVENTH AMENDMENT TO THE DECLARATION OF FURTHER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRENTWOOD OF CITRUS HILLS**

THIS SEVENTH AMENDMENT TO THE DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 14th day of February, 2000, by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivision, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein "Association"). It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Declaration of Covenants").

**WITNESSETH:**

WHEREAS, Developer is the owner of the real property added to and described in this amendment to the Further Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Declaration of Covenants and this Further Declaration.

NOW THEREFORE, the Developer hereby declares that the Further Declaration is amended to add the following described properties to Schedule A of the Further Declaration:

The following described properties, situated in BRENTWOOD VILLAS IV (A REPLAT), according to the plat thereof recorded in Plat Book 116, Pages 143 through 144, inclusive, of the Public Records of Citrus County, Florida:  
**Lots 1 through 90.**

[SIGNATURES AND NOTARY CLAUSES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 14<sup>th</sup> day of February, 2000.

BRENTWOOD FARMS LIMITED PARTNERSHIP  
By: 486 Properties, Inc., a Florida corporation, as its General Partner

Avis M. Craig  
Name: Avis M. Craig

By: Stephen A. Tamposi  
Stephen A. Tamposi  
President

Tabitha Beebe  
Name: Tabitha Beebe

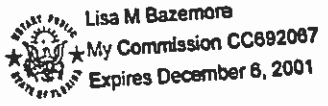
By: John E. Pastor  
John E. Pastor  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 14<sup>th</sup> day of February, 2000.

Lisa M. Bazemore  
Notary Public - State of Florida  
LISA M. BAZEMORE



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2450 N. Citrus Hills Blvd.  
Hernando, FL 34442



OFFICIAL RECORDS  
 CITRUS COUNTY  
 BETTY STRIFLER  
 CLERK OF THE CIRCUIT COURT  
 RECORDING FEE: \$10.50  
 # 2004024958 BK: 1709 PG: 861-862  
 04/16/2004 02:14 PM 2 PGS  
 KHUGAR, DC Receipt #015802

**NINTH AMENDMENT TO THE DECLARATION OF FURTHER  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 BRENTWOOD OF CITRUS HILLS**

THIS NINTH AMENDMENT TO THE DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRENTWOOD OF CITRUS HILLS ("Further Declaration") is made this 27th day of January, 2004, by Brentwood Farms Limited Partnership, a Florida limited partnership. It affects only certain lots in Brentwood subdivisions, granting Social Memberships in Citrus Hills Golf and Country Club, and requiring payment of dues for such membership established by Citrus Hills Golf and Country Club, Inc. to Brentwood Farms Property Owners Association, Inc. (herein "Association"). It is distinct from, and in addition to, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Brentwood Farms, recorded at O.R. Book 1116, Pages 1456, et seq., (herein "Declaration of Covenants").

WITNESSETH:

WHEREAS, Developer is the owner of the real property added to and described in this amendment to the Further Declaration, and desires to create thereon the benefit of social membership in the Citrus Hills Golf and Country Club, and the burden of payment of family social membership dues as established from time to time by Citrus Hills Golf and Country Club, Inc., or its assigns, and to provide for collection of such payments by the Association; and,

WHEREAS, Developer desires to subject additional property to the Declaration of Further Covenants, Conditions and Restrictions for Brentwood of Citrus Hills.

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Further Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including the Declaration of Covenants and this Further Declaration.

NOW THEREFORE, the Developer hereby declares that the Further Declaration is amended to add the following described properties to Schedule A of the Further Declaration:

The following described properties, situated in BRENTWOOD TOWNHOMES PHASE II, according to the plat thereof recorded in Plat Book 17, Pages 60 through 61, inclusive, of the Public Records of Citrus County, Florida:  
**Block A, Lots 25 through 48; and,**  
**Block B, Lots 13 through 20.**

[SIGNATURES AND NOTARY CLAUSES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Further Declaration to be executed by its duly authorized agent(s) on this 25<sup>th</sup> day of January 2004.

BRENTWOOD FARMS LIMITED PARTNERSHIP

By: 486 Properties, Inc., a Florida corporation, as its General Partner

T. Sobel  
Name: TERESA SOBEL

By: Stephen A. Tamposi  
Stephen A. Tamposi, President

Avis M. Craig  
Name: AVIS M. CRAIG

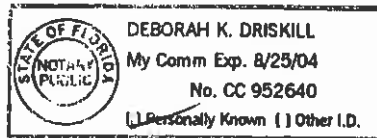
By: E. D. Abel  
Eric D. Abel, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and Eric D. Abel, as President and Secretary of 486 Properties, Inc. a Florida corporation, as General Partner of Brentwood Farms Limited Partnership, a Florida limited partnership, who are personally known to me.

WITNESS my hand and official seal this 28<sup>th</sup> day of JANUARY, 2004.

Deborah K. Driskill  
Notary Public - State of Florida



Prepared by: Eric D. Abel, General Counsel  
Brentwood Farms L.P.  
2476 N. Essex Ave.  
Hernando, FL 34442

