

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR
ARBOR COURT PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDED DECLARATION made the _____ day of _____, 2010 by ARBOR COURT PROPERTY OWNERS', INC., a Florida not-for-profit corporation, hereinafter referred to as the "Association", and the members of the Association, hereinafter referred to collectively as the "Members" the Association and the Members being sometimes hereinafter referred to collectively as the "Declarants".

WITNESSETH:

WHEREAS, Meadowcrest Single-Family Development Corporation, hereinafter referred to as the "Developer", on August 30, 1985, executed a certain instrument entitled "Declaration of Covenants, Conditions, and Restrictions for ARBOR COURT", recorded in the Public Records of Citrus County, Florida, in Book 678, Page 1651, hereinafter referred to as the "Original Declaration" and,

WHEREAS, subsequent to recording of the above described Declarations of Restrictions, said Declarations have been amended including Amended Declarations of Restrictions described in Official Records Book 763, Page 268, Book 1172, Page 431; and Book 2200, Page 1644 and,

WHEREAS, the original Declaration granted and/or imposed certain easements, conditions, covenants and restrictions with respect to certain real property known as ARBOR COURT, located in Meadowcrest, Crystal River, Florida, and more particularly described in Plat Book 12, Pages 138-139, said real property being hereinafter referred to as the "Subject Property", and,

WHEREAS, the Developer conveyed all of the individual lots, as hereinafter defined to various purchasers thereof by various deeds at various times, and conveyed the common area, as hereinafter defined, to the Association by deed dated March 8, 1988 and recorded in the Public Records of Citrus County in Book 772, Page 1539; and,

WHEREAS, the Declarants, as the owners of the Subject Property, wish to amend and by virtue of this instrument do hereby amend the original Declaration pursuant to Article X, Section 3 thereof.

NOW THEREFORE, the Declarants do hereby declare that the Subject Property shall be held, transferred and conveyed subject to and other with the following easements, conditions, covenants and restrictions, for the purpose of protecting the value of Subject Property, which said easements, conditions, covenants and restrictions shall run with the land and shall be binding on and shall inure to the benefit of any and all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors ad assigns.

ARTICLE I
DEFINITIONS

- 1.1 “Association” means Arbor Court Property Owners’ Association, Inc., “ACPOA”, a not-for-profit corporation, its successors and assigns.
- 1.2 “Board” or Board of Directors means the Board of Directors of the Association.
- 1.3 “By Law” refers to the By Laws of the Association as such may be amended from time to time.
- 1.4 “Common Area” shall refer to all real and/or personal property which the Association owns for the common use and enjoyment of the Members of the Association, and all real or personal property in which the Association has an interest for the common use and enjoyment of Members. The Common Area is described in Schedule “A” attached to the original Declaration. The Association is responsible for the maintenance of the property owned by the Association. All Common Area is to be diverted to and intended for the common use and enjoyment of the members of the Association, their families, guests or tenants occupying lots as hereinafter defined.
- 1.5 “DAB” shall mean the Design Advisory Board for ARBOR COURT appointed in Arbor Court in accordance with Article V.
- 1.6 “Lot” shall mean and refer to any lot shown on the Plat along with any improvements constructed upon the Lots.
- 1.7 “Member shall mean and refer to every person or entity who is a record fee simple owner of a Lot, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to any assessment.
- 1.8 “Owner” shall mean and refer to the record owner/or owners, of a fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.’
- 1.9 “Party Wall” refers to the adjoining wall between villas.
- 1.10 “Public Record” means the official records of Citrus County, Florida.
- 1.11 “Rules and Regulations” means the governing rules created by the Association, thereafter enforced and revised or amended by the Association.
- 1.12 “Subject Property” shall mean and refer to that real property described in plat Book 12, Pages 138-139.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenance to and shall pass with the title to every Lot subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the right to use any recreational facilities by an Owner for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed three (3) months for violation of any of the covenants and restrictions of this Declaration or any of its published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area or to grant easements or licenses over, across, and upon the Common Area to any public agency, authority, utility, or other party, public or private for such purposes and subject to such conditions as may be agreed to by the Association.

Section 2. Delegation of Use.

Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1.

The Association shall have one class of voting membership.

Section 2.

All members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and major repairs. Such assessment to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be their personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of the Lots and Common Area, subject to the further provisions hereof.

Section 3. Annual Assessments

Except as hereinafter provided, the annual assessments, excluding any special assessment for capital improvements or major repairs, shall be determined by the Board of Directors of the Association. The Board shall fix the amount of assessments, which shall be amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board shall be final.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement in the Common Area, including necessary fixtures and personal property related thereto, as approved by the Board.

Section 5. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for each type of dwelling unit and may be collected on a monthly basis.

Section 6. Single Dwelling Assessments

In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific Lot that has failed to meet its maintenance obligations and/or failed to meet insurance or repair obligations set forth in Article VII. The single dwelling assessments must be approved by not less than two-thirds (2/3) of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The assessments for which provision is herein made shall commence on the date or dates which shall be the first day of the month fixed by the Board to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Board.

Section 8. Duties of the Board of Directors

The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by an Owner. Written notice of the assessment shall be sent to every Owner not later than seven (7) days after fixing the date of commencement thereof.

Section 9. Effect of Non-payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be, according to Florida Statutes, charged a late fee with interest at the highest rate allowed by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 10. Subordination of the Lien to Mortgages

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, except pursuant to mortgage foreclosure or any proceeding in lieu thereof. No sale or transfer shall relieve such Lot or Owner from liability for any assessment thereafter becoming due or from the lien thereof in accordance with current state statutes.

Section 11. Vote to Fund Reserves

Once the Association creates reserve accounts, those reserve accounts shall be determined, maintained, and waived in compliance with Section 720.303(6).

ARTICLE V
ARCHITECTURAL CONTROLS

Section 1. Creation of Design Advisory Board

The Board of Directors shall appoint a committee to be known as the Design Advisory Board, consisting of three (3) or more Members who shall serve at the pleasure of the Board.

Section 2. Alterations, Additions and Improvements

No owner shall make any alternation or undertake any exterior repainting, repair, or addition to the Owner's dwelling which alters the structure or appearance thereof, without the prior written approval of the DAB. The DAB may require plans and specifications, drawings, or other details of the proposal.

Section 3. Miscellaneous Additions and Alterations

No building, fence wall, or other structure shall be erected maintained on any Lot nor shall any exterior addition be made.

Section 4. Approval of DAB How Evidenced

Whenever approval of the DAB is requested or required its decision shall be in writing. The DAB shall acknowledge receipt of an Owner's request within thirty (30) days of its receipt of such request. If the DAB fails to acknowledge its receipt, Owner's request shall be deemed approved.

Section 5. Form of Application

Application to the DAB shall be made on the appropriate form obtained from the ACPOA website or from a member of the DAB.

Section 6. Contract Language.

Should Owner enter into a contract for repair or maintenance of a villa, the contract must contain the words "valid only when approved by the DAB" and Owner shall inform Owner's contractor that DAB approval is required before any work is started.

ARTICLE VI

EASEMENT RESERVED TO ASSOCIATION

Section 1. Easement Over Common Area

For so long as it is the owner of the Common Area, the Association reserves unto itself the right to grant easements in perpetuity over, upon, under and across all Common Areas and such easements shall include, but shall not be limited to, the right to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, telephone equipment, gas lines, television cables or other public conveniences or utilities; the right to cut trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance; and the right to locate wells pumping stations and tanks. Nothing herein contained shall be considered an obligation to provide, or maintain any such utility or service.

Section 2. Establishment of Easements.

All easements, as provided for in this Article shall be established by one or more of the following methods:

- (a) By a specific designation of an easement on the recorded plat of the property; or
- (b) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded.

Section 3. Easements and Encroachments.

There shall exist reciprocal appurtenant easements between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to unwilful placement, settling or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of no more than one foot (1') as measured from any point on the common boundary between adjacent Lots and between each Lot and any adjacent portion of the Common Area, along the line perpendicular to such boundary at such point. No easement or encroachments shall exist as to any encroachment occurring due to the willful conduct of any Owner.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants

The general restrictive covenants contained in the Article shall apply uniformly to all Lots.

Section 2. Residential Use Only

No Lot shall be used for any purpose other than residential. The term “residential” shall exclude any commercial use, including professional office use of any portion of any Lot. No portion of a Lot may be subdivided.

Section 3. No Temporary Structures

No structures or vehicles of a temporary nature including but not limited to a trailer, house trailer, recreational vehicle, motor home, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle shall be used or permitted to remain on any Lot or other living quarters whether temporary or permanent.

Section 4. Parking Restrictions

- (a) No boats, tractors, trailers, mobile homes, campers, motor homes or other similar vehicles shall be parked on the street, including the entire right-of-way thereof, or on the grass alongside any street at any time. This parking restriction does not apply to passenger vehicles such as automobiles, trucks and/or motorcycles except that such passenger vehicles shall not obstruct the roadway, shall not remain for more than eight (8) hours, and shall not be parked on the grass.
- (b) No boats, tractors, trailers, mobile homes, campers, motor homes, or other similar vehicles shall be parked on any Lot or in the common areas overnight or for a continuous period in excess of (24) consecutive hours for loading and unloading without the express consent of the DAB, unless such vehicle is located completely within a fully enclosed structure and shielded from view.
- (c) Visitors’ parking spaces are for visitors only-not residents.

Section 5. Commercial Vehicle Restrictions

No vehicle of any kind which contains lettering or advertising thereon or which is identified with a business or commercial activity, including any automobile, truck or other commercial vehicle, tractor, bus, house trailer, recreational vehicle, mobile home, motor home, camper, boat, boat and trailer, or other similar vehicle shall be allowed to remain upon any Lot or upon any common area for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Common Area designated for parking, paved or non-paved for any period of time in excess of ten (10) consecutive hours.

Section 6. Livestock and Animal Restrictions

No animals of any kind or size shall be raised bred, or kept on any Lot provided, however, that dogs, cats or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall not be allowed off the Owner's premises at any time without being leashed and with the owner/caretaker. Staking a pet outside is not permitted. The owner/caretaker must clean up after their pet immediately.

Section 7. Restriction on Activity

No obnoxious, offensive, illegal activity or offensive noise shall be conducted or permitted to exist upon any Lot nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges

No wall, fence, or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type and location thereof has been approved by the DAB in accordance with Article V thereof. No wall, hedge or fence of any kind, height, or use shall be constructed or placed along or adjacent to the front Lot line.

Section 9. Sewage Restrictions

No septic tank, drain field, mobile home storage tank or other similar container, nor any water wells shall be permitted to exist on any Lot.

Section 10 Aerial Restrictions

No tower or transmitting or receiving aerials, or any aerials or antennas whatsoever shall be placed or maintained upon any Lot building or structure; including those used for radio and television. Satellite receiving dishes may be installed, the size not to exceed twenty (20) inches in diameter. The satellite dish may be installed in the rear or side-rear of the villa. If Owner is using an alternative method of receiving radio or television signals, Owner is still responsible for paying the full assessment including the cable assessment.

Section 11. Signs

No signs of any kind shall be erected or maintained on any Lot except with the written permission of the Association or except as may be required by law; it being understood that the Association will not grant such permission unless erected because of a reasonable necessity to avert serious hardship to the Owner. Such prohibitions shall not apply to common commercial real estate signs advertising that a particular Lot is for sale, provided that such signs are not illuminated and do not exceed 8 X 10" size and shall not be placed within fifteen (15) feet of the front Lot line. A 2-inch rider may be added to existing for sale signs. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs.

Section 12. Exterior Maintenance

The Association may, but is not required to, provide exterior maintenance including painting and repair of walls, and landscaping and lawn maintenance, which includes but is not limited to, conducting tree trimming/tree removal on all lots, on a schedule determined by the Board, as a common expense. After notice to an Owner to perform reasonable maintenance and to perform reasonable repairs and upon Owner's failure to take corrective action, the Association shall also have the right to resolve the issue according to Section 720.305(2) Florida Statutes.

Section 13. Allowable Trim, Window Coverings and Window Air Conditioning Units.

Owner shall not install shutters, awnings, storm door or other exterior trim without prior written approval of the DAB. No reflective foil, tinted glass, or other material shall be permitted on any windows except for tinted bronze glass which shall require approval of the DAB. Window air conditioning units may only be installed with the approval of the DAB and may only be installed in the lower area of a glassed in lanai so long as such unit is shielded from view with appropriate landscaping materials approved by the DAB.

Section 14. Owner's Responsibilities

Each owner is responsible for maintaining Owner's post light in good working order so that it is illuminated from dusk to dawn. Owners shall maintain Owner's roof, driveways, sidewalks, screens and entrances ensuring such remain free of trash, mold and mildew. Owners shall also maintain any alterations or additions to Owner's dwelling whether altered by the current Owner or a previous owner. These changes may include but are not limited to changes or additions of gutters, doors, windows, or trim. Should Owner fail to perform necessary or customary maintenance and such lack of maintenance causes problems or failures that would likely not have occurred except in the absence of customary maintenance, Owner shall be responsible for the costs of any necessary remedies whether remedied by Owner or the Association pursuant to the provisions of Article XI, Section 4 herein.

Section 15. Access at Reasonable Hours

For the purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees, shall have a license, which shall be exercisable after reasonable notice to the Owner, to enter upon any Lot or into any dwelling.

Section 16. Tree and Shrub Restrictions

Owner may not install or remove trees or shrubs. If Owner improperly removes trees or shrubs, Owner shall replace such tree or shrub with one of like kind, size, and condition upon notification by the Association. If Owner fails to replace the tree or shrub, the Association may resort to any and all remedies available to it to remedy Owner's violation including those remedies included in Article XI, Section 4 herein.

Section 17. Plantings

Owner shall not plant or replace shrubbery, hedges, trees or other plantings with the exception of annuals either within or outside the Owner's Lot. If Owner elects to plant annuals, Owner shall plant such annuals in a location and in such a manner that does not or may not obstruct grounds maintenance performed and to be performed by the Association.

Section 18. Rules and Regulations

Reasonable rules and regulations may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners and residents of Arbor Court upon request.

Section 19. Party Walls

All common or party walls shall be maintained by the Owners of those dwellings adjoining a party wall, subject to the right but not the obligation of the Association to maintain the same as hereinafter set forth. If an Owner, or an agent, guest, invitee, tenant, or other person whose presence is authorized by an Owner damages a party or common wall or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall arising from the negligence or intentional acts of said Owner or the Owner's tenant, agent, guest, invitee or other authorized person, then said Owner shall be liable and responsible for such damages and for any costs incurred by the Association or adjoining Owner or tenant in making needed repairs.

All costs of repairing or reconstructing a party wall which is damaged or destroyed as a result of acts or events other than those enumerated in the first paragraph of this Section 19 above, shall be borne equally by the Owners of the dwellings adjoining such party wall. In the event one Owner bears all of such costs, the Owner of the adjoining dwelling shall pay to the Owner who bore such costs one-half (1/2) of the amount thereof. Either adjoining Owner and the Association shall have the right to enter on the other adjoining Lot and into the adjoining dwelling, after notice, for the purpose of repairing or reconstructing the party wall where a threat to life or property exists and a failure to act will perpetuate that threat.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a dwelling to be constructed or reconstructed on either adjoining Lot. This right shall be subject however, to payment by the Owner seeking to tie into the party wall of any costs and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support for adjoining dwellings subject to payment of costs as provided above and shall be subject to an assessment for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining dwellings.

Section 20. Drilling Oil, etc.

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

Section 21. Garbage Containers.

No garbage or trash incinerator shall be placed or permitted to remain on a Lot. All owners shall keep and maintain on their Lot covered garbage containers in which all garbage shall be kept until removed from said Lot. Such garbage container shall be kept at all times within the residence or garage.

Section 22. Outdoor Drying and Cleaning, Garage Sales, Estate Sales, etc.

No permanent structure for drying laundry shall be permitted outside the Owner's dwelling. No sales of personal property, such as garage, yard, tag, or similar sales shall be allowed on any Lot. Estate sales may be permitted inside Owner's dwelling with written permission from the Board. All estate sales shall be by appointment only and shall not exceed three (3) days in duration.

Section 23. Lawn Ornaments

No lawn ornaments, bird feeders or baths, statues, basketball hoops, permanent flagpoles, or swing sets shall be allowed unless first approved by the DAB. Seasonal decorations for holidays such as Halloween, Christmas, Thanksgiving, etc. shall be allowed for reasonable periods of time. The DAB shall comply with the provisions of Section 720.304 (2), Florida Statutes, when considering a request covered by such statute.

Section 24. Mail Boxes and Newspaper Receptacles

No mail box or newspaper receptacle or other receptacle of any kind for use in the delivery of mail, newspapers, or similar material shall be erected or located on any Lot or any roadway area.

ARTICLE VIII

INSURANCE REQUIREMENTS

Section 1. Public Liability Insurance

- (a) The Association shall maintain public liability insurance in the name of the Association against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in accordance with Florida Statutes.

- (b) Copies of all such insurance policies (or certificates thereof) showing the premiums thereon to have been paid shall be retained by the Association and open for inspection by the Owners upon request.

Section 2. Insurance on Dwellings and Duty to Repair

- A. Insurance Requirement – Each owner shall maintain adequate insurance on the Owner’s dwelling, insuring it for its full replacement cost with no deductions for depreciation against loss by fire and other perils. Such insurance shall be sufficient in an amount to cover full replacement cost, or necessary repair or reconstruction work. Such insurance shall provide for at least ten (10) days written notice to the Board of Directors before the policy can be cancelled. Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage, which complies with the provisions of this Article.
- B. Insurance Provisions – Each Owner shall supply evidence of insurance coverage on Owner’s dwelling for full replacement value annually to the Association. Failure to do so may result in a fine.
- C. Termite Protection – Each Owner shall supply evidence of termite protection by a company licensed in Citrus County and the State for this purpose annually to the Association. Failure to do so may result in a fine.
- D. Association’s Right to Insure – If the insurance provided for under this Article has not been adequately obtained by each Owner as determined by the Board of Directors the Board shall have the right, but not the duty, to obtain such coverage as it deems necessary or desirable to provide for the continued maintenance and support of separately owned dwelling units which shall include common party walls, connected exterior roofs and other parts of the overall structures. Such insurance shall be written in the name of the Association, as Trustee for the benefit of the applicable Owners. Premiums for such insurance shall be a lien on the insured Owners’ Lot until paid and may be made a single unit assessment pursuant to Article IV, Section 6.
- E. Repair or Replacement of Damaged or Destroyed Property - Each Owner shall be required to reconstruct or repair any dwelling damaged or destroyed by fire, or other peril. If no repair or reconstruction has been contracted for or otherwise substantially started by the Owner within sixty (60) days, the Board of Directors has the right, but not the duty, to undertake repairs or reconstruction in a good and workmanlike manner in conformance with the original plans and specifications and applicable Citrus County Land Development Codes. The contract or contractors selected to perform the work shall provide appropriate licenses, permits, and proof of insurance unless such requirement is waived by the Board of Directors. Any costs and expenses incurred by the Association under the provisions of this paragraph shall be a lien on the Owner’s Lot and may be made a special single dwelling assessment pursuant to Article IV, Section 6.

- F. Repair or Replacement of Damaged or Destroyed Property – Each Owner shall be required to reconstruct or repair any dwelling damaged or destroyed by fire or other peril. Contract for repair shall be required within sixty (60) days. Any costs and expenses incurred by the Association under the provisions of this paragraph shall be a lien on the Owner’s Lot and may be made a special single dwelling assessment pursuant to Article IV, Section 6.
- G. Administration Fee – Should the Association obtain the insurance coverage of a dwelling pursuant to this Article, the Association may charge and the applicable Owner shall be responsible for a single dwelling assessment against the Lot a fee of \$200 as an administrative fee.
- H. Failure to Obtain Insurance – Notwithstanding anything to the contrary herein, the Association and its Directors and Officers shall have no liability whatsoever should the Association fail for any reason to obtain the insurance referred to in this Article.

**ARTICLE VIII
LEASES OR RENTALS**

Owner shall not lease or rent Owner’s dwelling unless the rental is evidenced by a written lease agreement for a rental or lease period of not less than six (6) months in duration. An Owner intending to lease Owner’s Dwelling Unit shall submit a written application to the Board or the Board’s designee at least seven (7) days in advance of the rental date and shall provide statement signed by the prospective tenant acknowledging that the tenant has read the Rules and Regulations and agrees to comply with all such Rules and Regulations. The Owner shall also submit a signed statement acknowledging that they have approved the lease and that they are responsible and liable for all violations of these Restrictions. A copy of the lease showing the duration of the lease, the names of all occupants, emergency contact persons and telephone numbers, and the employment contacts, shall be given to the Board or the Board’s designee within five (5) days of the date of the lease.

The following clauses shall be included in each lease agreement:

1. Violations of Rules and Regulations by any Lessee including but not limited to other family members or guests, after written notice to owner and Lessee, shall be sufficient reason for terminating the lease.
2. The tenant agrees to comply with the Rules and Regulations of the Meadowcrest Community Association that governs the amenities of Meadowcrest. Amenities include but are not limited to the swimming pools, tennis courts, and all common areas under its control.
3. A tenant shall have no more than two (2) pets.

4. A tenant shall not sublet the premises.

ARTICLE IX

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and that it is in the interest of all of the Owners that such right be retained by each of the Owners, it is therefore declared that the right to the use and enjoyment of the Common Area shall remain undivided, and the Owners shall have no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to the use and enjoyment of the Common Area appurtenance to such Lot subject to reasonable rules and regulations promulgated by the Association whether or not such shall have been described or referred to in the deed by which said lot is conveyed.

ARTICLE X

MEADOWCREST COMMUNITY ASSOCIATION, INC.

All Owners in Arbor Court are subject to membership in and assessments for Meadowcrest Community Association, Inc. The restrictions, privileges, and duties of the Community Association are set forth in the Declaration of Covenants Conditions, and Restrictions for Meadowcrest Community, as recorded in Official Records Book 647, Page 1961; and

re-recorded in Official Records Book 649, Page 857, and as amended in Official Records Book 678, Pages 1502-1525, public records of Citrus County, Florida.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement

The Association or any Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration.

Section 2. Section 720.305(2), Florida Statute Procedures:

1. A Compliance Committee made up of independent owners (not board members/or spouses) shall be created to determine the validity of any alleged violations and to inform the owner in writing that owner is violating these restrictions.
2. If owner fails to take remedial action, the Committee will send a second letter to the owner notifying owner that the violation will be turned over to a Grievance Committee within the following seven (7) days.

3. A Grievance Committee comprised of at least three (3) members (who are not on the Board or employees of the Board) shall be appointed by the Board. The Grievance Committee shall hold a public noticed meeting that complies with Section 720.305(2) to determine whether a violation has occurred. Owner shall be given an opportunity to speak in owner's defense. The Grievance Committee may levy a fine if it determines that the alleged violation is valid.
4. The Grievance Committee shall forward its findings to the Board for its information.

Section 3. Remedies for Violation

Violation or breach of any violation, covenant or restriction herein contained shall give the Association or the Owners, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms hereof and/or to prevent or require cessation of the violation or breach providing such proceeding results in a ruling by the court that such person or persons did in fact commit such violation or breach. Expenses of the litigation shall include reasonable attorney's fees incurred by the Association or Owner(s) seeking such enforcement.

Section 4. Association's Remedies

The Association shall also have the right, but not the duty or obligation, to make reasonable repairs or replacements and to perform reasonable maintenance in its sole discretion, after a notice to an Owner of a Lot to perform reasonable repairs or replacements and to perform maintenance and failure by the Owner to perform such. Any and all costs incurred by the Association in carrying out the provisions of this section shall be reimbursed by the Owner, and if the Owner fails to do so then the Association shall have the right to impose a special assessment against said owner for the amount of such costs. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or upon the interior or the exterior of any structure located on any Lot for the purpose of performing repairs and maintenance as provided in this section, and any such entry by the Association or its agent shall not be deemed a trespass. Owner hereby grants to the Association, its agents and employees, an easement of ingress and egress over and across Owner's Lot to enable it to comply with the provisions of these restrictions.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Severability

In the event that any provision of this Declaration be held to be invalid or unenforceable by a court of competent jurisdiction, it shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Amendments

This Declaration may be amended by the Board of Directors, in whole or in part, at any time or from time to time, subject to approval by a majority of all of the members.

Section 3. Subordination

No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subject Property or any Lot herein; provided however that such conditions shall be binding on any Owner whose title is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or substantially similar means.

Section 4. Duration

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member in perpetuity.

Section 5. Usage

Whenever used herein the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 6. Effective Date

This Declaration shall become effective upon its recordation in the public records of Citrus County, Florida.