

44/02



2006081432 5 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$44.00
2006081432 BK:2075 PG:1772
12/06/2006 03:36 PM 5 PGS
LMITCHELL, DC Receipt #048392

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
FOR
ARBOR LAKES-UNITS I, II, III & IV
EXECUTED OCTOBER 10, 2006**

*Prepared By and Return to after Recording
Karen O. Gaffney, P.A.
Karen O. Gaffney, Esquire
221 W. Main Street
Suite D
Inverness, FL 34450
Telephone: (352) 726-9222
Attorney for the Association.*

R7

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS I, II, III & IV

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS I & II and DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS III & IV (hereinafter referred to as the "Declaration") is made this 10th day of OCTOBER, 2006 by Arbor Lakes Property Owners' Association, Inc., a Florida Not-for-Profit Corporation, its successors and assigns (hereinafter the "ALPOA").

WHEREAS, ARTICLE XII, Section J, Paragraph 2, of the Amended and Restated Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I, II, III, and IV, as previously recorded in the public records of Citrus County, Florida, authorizes the amendment of such covenants, conditions and restrictions by the recording of an instrument signed by "ALPOA" upon the approval of fifty-one percent (51%) of all lots together with the approval of a majority of the Board of Directors for Arbor Lakes Property Owners' Association, Inc., which approvals have been obtained; and

WHEREAS, the amended and restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I and II, Declaration of Protective Covenants and Restrictions for Arbor Lakes Units III and IV have been amended on March 28, 1999 as recorded at Official Records Book 1416, Page 128, Public Records of Citrus County, Florida, and on June 3, 1999, at Official Records Book 1308, Page 962, Public Records of Citrus County, Florida and on January 27, 1997 as recorded at Official Records Book 1168, Page 676, Public Records of Citrus County, Florida, and on June 29, 2004, as recorded at Official Records Book 1740, Page 863, and re-recorded at Official Records Book 1804, Page 2219; and

WHEREAS, the Association has determined the need to amend, modify, except or vary the Declaration of Protective Covenants and Restrictions For Arbor Lakes - Units I, II, III & IV in order to clarify certain provisions and to resolve issues that have arisen since the original filing thereof; and

WHEREAS, by virtue of the signatures below the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes - Units I, II, III, and IV are hereby amended as set forth below; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Arbor Lakes Property Owners' Association, Inc. hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to this amendment to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and be binding on all parties having any right, title or interest in the Property, their heirs, successors, and assigns and shall inure to the benefit of each such party.

1. The following amendment to the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes-Units I, II, III, and IV shall apply:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

ARTICLE I

34. "Social Memberships" shall mean a membership which provides only for the usage of recreational facilities owned by the Arbor Lakes Property Owners' Association, Inc. and shall be subject to payment of a fee therefore and compliance with the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes Units I, II, III, and IV and all rules and regulations adopted by the Association.

ARTICLE III (C)(37)

C. (37).

SOCIAL MEMBERSHIP: The Arbor Lakes Property Owners' Association, Inc. shall have the right, but not the obligation, to create a social membership for parcel(s) of land abutting or adjacent to the Arbor Lakes Subdivision which membership provides that unit owners of said lands may utilize the Arbor Lakes subdivision recreational/amenities as social members. The extent of said social membership use, cost and the term thereof shall be defined by a separate contract between the ALPOA and the developer and the homeowner's association applicable to the proposed development to be provided social memberships. Any social membership Contract shall require a majority vote of the Board of Directors of the Association.

2. All other provisions of the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes Units I, II, III, and IV not in conflict herewith shall remain in full force and effect.

(REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, this Amendment to the Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I, II, III and IV has been signed by the Association on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

**ARBOR LAKES PROPERTY OWNERS' ASSOCIATION, INC. ,
a Florida Not-for-Profit Corporation**

Neil Cohen
Witness

BY: *Michael S. Early*
**MICHAEL S. EARLY
President**

Neil Cohen
Printed Name

Ronald A. Zarn
Witness

Ronald A. Zarn
Printed Name

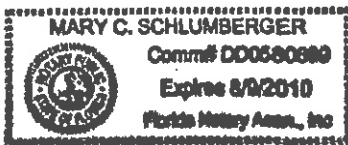
Attested By:

**ARBOR LAKES PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation**

BY: *Ellen Cain*
ELLEN CAIN, Secretary

**STATE OF FLORIDA
COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me this 10th day of OCTOBER 2006, by **MICHAEL S. EARLY**, as President of **ARBOR LAKES PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.



(Affix Notary Stamp/Seal)

Mary C. Schlumberger
NOTARY PUBLIC
Printed Name: MARY C. SCHLUMBERGER
My Commission #: DD 0580889
My Commission Expires: 8-9-2010

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by ELLEN CAIN, Secretary of ARBOR LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Florida Not-for-Profit Corporation, who is personally known to me or has produced _____ as identification and who did take an oath.



(Affix Notary Stamp/Seal)

Mary C. Schlumberger
NOTARY PUBLIC
Printed Name: MARY C. SCHLUMBERGER
My Commission #: DD 0580889
My Commission Expires: 8-9-2010

This Document Prepared By:
Karen O. Gaffney, P.A.
Karen O. Gaffney, Esquire
221 West Main Street, Suite D
Inverness, FL 34450
Telephone: (352) 726-9222
Florida Bar No.: 500682
Attorney for the Association.

POLICIES AND PROCEDURES

Policy Title:	Boat Dock, Shoreline, and Pier
Purpose:	Provide a safe and clean boat launching, dock, shoreline and pier area.
Policy Statement:	Provide residents of Arbor Lakes with guidelines in the use of the boat dock, shoreline, and pier.
Related References:	Statutes of Florida regarding boats, boat trailers, recreational vehicles, and boat launching/dock areas as well as appropriate county and municipal rules and regulations. Declaration of Protective Covenants & Restrictions for Arbor Lakes, Article V, (A)(a). By-Laws for Arbor Lakes, Article VII, Section 1 (A), (B).
Portfolio:	Board of Directors - Covenants and Restrictions and Recreation

Procedure

1. The Recreation Committee is to provide registration and rules regarding storage on the provided racks.
2. Canoe and Kayak Rack: A storage rack is provided for personal canoes and kayaks near the shoreline. Arbor Lakes assumes NO responsibility or liability for vessels stored in, on, or near this rack area.
3. Arbor Lakes assumes no liability for damage caused by canoes or kayaks stored on these racks.
4. All vessels must be seaworthy, clean and well maintained.
5. Only one canoe or two kayaks can be placed on a rack.
6. Residents may have the use of one rack per owned lot.
7. Launching Ramp: After launching, boat trailers and vehicles are to be removed from the launching ramp area to allow other boats access to the facilities.
8. The cleaning or disposing of fish is not allowed in the shoreline area.
9. Boats leaving or approaching the dock area should do so at idle speed to minimize the possibility of damaging boats tied up at the dock.
10. Boats may be beached along the shoreline area while loading or unloading.
11. Boats MAY NOT remain tied up at the dock overnight.
12. Residents are expected to remove all their trash from the common area.
13. Safety Recommendations:

- a. When backing the boat trailer onto the launching ramp, it is suggested that someone be available to provide guidance and directions to the driver to assure that it is safe to proceed with the backing and launching.
- b. It is recommended that boaters wear proper footwear to minimize the danger of slipping.

**ARBOR LAKES PROPERTY OWNERS' ASSOCIATION
POLICIES AND PROCEDURES**

These Policies and Procedures were written over a period of time to further define and enhance the Declaration of Protective Covenants and Restrictions for Arbor Lakes.

You might wish to review Article III, Section C, of the Covenants and Restrictions to see how these two sets of documents work together.

These Policies and Procedures are reviewed and updated in order to keep them current with the thoughts and needs of the community. Property owners should be made aware of changes to these documents.

POLICY & PROCEDURE TITLE	DATE WRITTEN/UPDATED
Introduction	12/17/01
Philosophy & Mission Statements	12/17/01
Policies and Procedures	12/08/03
Violations of Arbor Lakes Covenants and Restrictions	06/13/05
Home & Villa Construction	04/09/07
Villa Maintenance	12/10/07
Property Occupancy and Renter Approval	07/14/08
Florida Friendly Landscaping	05/09/11
Architectural Review Approval	05/11/09
Home Occupation	04/11/11
Lawn Ornamentation	02/15/01
Mailboxes	02/14/05
Hurricane Panels and Hurricane Shutters	08/08/05
Pets	12/99
Boat and RV Parking	10/21/02
Disabled Vehicles	08/10/09
Use of Common Grounds	06/14/10
Clubhouse	11/12/07
Swimming Pool	06/13/05
Boat Dock, Shoreline, and Pier	01/14/08
Solicitation within Arbor Lakes	05/17/01
Fund Raising Projects	10/13/03
Nomination Process	10/11/04
Election Process	03/10/08

POLICIES AND PROCEDURES

INTRODUCTION

For the purpose of this manual, the philosophy and mission statements are intended to give an overall direction and meaning to the community of Arbor Lakes. As policies and procedures are developed, they must be in agreement with these statements.

To develop a STATEMENT OF PHILOSOPHY, it was necessary to work out the answers to several questions. The multiple answers to these questions must be incorporated into a simple statement of the philosophy of Arbor Lakes. Such a statement gives direction to the policies and procedures found in this manual.

A policy and procedure manual is only good IF IT IS USED, worked, and changed to meet the needs of the community. Policies and procedures are NOT static and should be under continual review and consideration for revision. There are many benefits to be gained by having a properly developed policy and procedure manual that is realistic and enforceable.

Definitions:

Policy: A guide to determine the goals and acceptable procedures of a specific subject.

Procedure: How the Arbor Lakes' community accomplishes a stated policy.

PHILOSOPHY & MISSION STATEMENTS

Arbor Lakes is an adult community in which the residents have purchased their lot and home as well as a portion of the common areas. Therefore, each resident has a vested interest in their own home, their neighbor's home, and the common areas of the community.

It is the intent of the attached policies and procedures to make Arbor Lakes THE place to live. In addition, it is the wish to reasonably assure the intrinsic and aesthetic value of homes in Arbor Lakes individually, as well as a whole, retain their optimal beauty and value.

Arbor Lakes is made up of individuals from many different walks of life and many different parts of the country. Consequently, there are many different opinions as what does or does not add beauty and/or value to an individual home as well as to the community.

To that end, these published policies and procedures provide a guideline and definition of the Arbor Lakes Declaration of Protective Covenants and Restrictions and appropriate laws of the state of Florida.

POLICIES AND PROCEDURES

Policy Title:	Policies and Procedures
Purpose:	Further define the Covenants and Restrictions for the collective benefit of all Arbor Lakes residents and our community.
Policy Statement:	Provide a brief, but not all-inclusive, summary of the Covenants and Restrictions governing Arbor Lakes' residents. There are two types of Covenants and Restrictions; 1) Recorded Declaration of Covenants and Restrictions; and, 2) the restrictions declared by the Board of Directors. (The recorded documents are filed under Florida's Marketable Record Title Act.)
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C. By-Laws for Arbor Lakes, Article VII, Sections 1 and 2. <u>The Law of Florida Homeowners' Associations</u> , Sixth Edition, Chapters 1.3, 1.6, 6.1, 6.2, 6.3, 6.5, 7.1, 7.3, 7.4, and 7.5.
Portfolio:	Board of Directors – Policies and Procedures

Procedure

1. The Arbor Lakes governing documents are the guidelines for ownership of Arbor Lakes property and provide the benefits that run with that ownership. While these governing documents are in effect, they are enforceable for our community, its residents, and guests.
2. Each property owner has been provided a copy of the documents governing Arbor Lakes and is presumed to know and understand the content.
3. Arbor Lakes common areas and recreational facilities are included within the definition of the community.
4. Failure to comply with the governing documents can subject the individual to sanctions for their violation(s) that can include appropriate legal action.
5. No member of the Arbor Lakes community may act on behalf of the Association simply by reason of being a member of the community.
6. The Board has the authority to enforce the governing documents when a violation occurs. Enforcement can include appropriate legal action and/or penalties. In a court action, the prevailing party could recover reasonable fees and costs.

POLICIES AND PROCEDURES

Policy Title: Violations of Arbor Lakes Covenants and Restrictions

Purpose: Provide Arbor Lakes' residents with an avenue to seek resolution of a violation of the current governing Covenants and Restrictions.

Policy Statement: Provide a fair, equitable, and timely method of reporting and resolving violations of the Arbor Lakes current governing Covenants and Restrictions.

Related References: Current Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C, Paragraphs 1 through 34; Article VI, and Article XI.
Current By-Laws for Arbor Lakes, Article VII, Section 1, Para. B, C, and D, and Section 2, Para. C-4.
The Law of Florida Homeowners' Associations, Sixth Edition, Chapters 1.3, 1.4, 1.5, 1.6, 6.3, 7.3, 7.4, and 7.5.

Portfolio: Board of Directors - Covenants & Restrictions

Procedure

1. A written complaint of a perceived violation of the current governing Covenants and Restrictions will reduce misunderstandings and reasonably assure all parties that the issue will be addressed. NO ANONYMOUS COMPLAINTS WILL BE CONSIDERED.
2. A resident desiring to file a complaint must do so by completing ALL sections of the "Violation(s) of Covenants and Restriction Form". A supply of this form is available at the clubhouse. The form must be dated and signed by the resident making the complaint.
3. The resident submitting the complaint will mail the completed form to the Arbor Lakes Covenants and Restrictions Committee, 4215 N Lake Vista Trail, Hernando, FL 34442-5547. Only the chairperson(s) of the Covenants and Restrictions Committee will open the envelope.
4. The Covenant and Restrictions Committee will acknowledge receipt of the complaint form by mail within five (5) working days.
5. The Covenants and Restrictions Committee will investigate the complaint. They will call a meeting of all Board members within fourteen (14) working days of the complaint being received. This meeting must be attended by at least a majority number of Board members and will be held to review the complaint and determine further action.
6. If the Board deems it necessary, a letter requesting that the violation be corrected within two working days will be hand delivered or mailed to the violator.
7. If the violation is not corrected as requested in the first letter, a letter of violation will be sent by certified mail.
8. Upon receipt of this letter, the resident is expected to correct the violation within five (5)

working days.

9. If the violation is not corrected by the sixth (6th) day, the Covenants and Restriction Committee must call a hearing to afford the alleged violator an opportunity to be heard on the issue. A fourteen-(14) day notice of this hearing will be sent by certified mail with the hearing to be held within 30 days from the date of the notice. This hearing committee will consist of at least three (3) property owners, none of whom can be a member, or a relative of a member, of the Arbor Lakes' governing body. The Board will designate a Board member to be at the hearing to represent the Board and the community. Minutes of all hearing committee meetings will be kept, and any decisions rendered by the committee will be in writing signed by all parties involved. The decision reached by the hearing committee is binding on all parties. The hearing committee can assess the following fine:

FOR EACH DAY AN OFFENSE IS COMMITTED, SUCH SHALL BE TREATED AS A SEPARATE OFFENSE AND THEREFORE THE FINE PER INFRACTION WILL BE \$25.00 PER DAY FOR THE FIRST TIME OFFENSE UNTIL CORRECTION – AND \$50.00 PER DAY IF IT IS PERMITTED TO CONTINUE OR REOCCURS.

10. The hearing committee may elect not to impose a fine based on the resident's representation that compliance will be obtained by a date certain. Should that compliance not occur, the committee may meet without the necessity of holding additional hearings for the purpose of determining whether a fine should be assessed. Should the committee assess any fine, the Board shall notify the resident of the committee's decision by certified mail indicating the amount of the fine and the date the fine will commence.
11. When fines are assessed for violations, they shall be due and payable within ten (10) days of ruling. Should the owner elect not to pay a fine, collection will be pursued through any allowable legal means.
12. When payment of an Arbor Lakes' property owner's maintenance fee and/or penalty fee are not received on time, the following procedure will be followed:
 - a. A reminder letter will be sent to the property owner ten (10) calendar days after the tenth (10th) late day. The tenth late day is ten (10) days after the due date and is the date shown on the payment coupon/invoice as the date the penalty is added. The letter will state that the payment was due on a specific date and that both the payment and penalty have not been received.
 - b. If payment is not received fifteen (15) days after the mailing of the first letter, a certified letter will be sent to the property owner. A copy of the appropriate section of the Covenants & Restrictions will be enclosed. This letter will explain that both payment and penalty fee are late and that unless the total liability is satisfied in full before the first day of the following quarter, a lien will be established on any unpaid balance. The letter will also explain that the property owner is responsible for the costs of filing and removing the lien, attorneys' fees, and interest, not to exceed the maximum legal rate per annum that will commence on the date that the lien is filed.

POLICIES AND PROCEDURES

Policy Title:	Home and Villa Construction
Purpose:	Provide the community with harmony of design.
Policy Statement:	Full compliance with building requirements of State of Florida, County of Citrus, Township of Hernando, and Arbor Lakes Property Owners Association.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C, Paragraphs 35 and 36.
Portfolio:	Board of Directors – Architectural Review Committee

Procedure

1. Minimum construction requirements (Form B) for new single family homes and villas are:
 - Site development grading to assure that finished grading prevents water flow onto neighboring property and also does not impede mowing with conventional grass mowing machines.
 - Landscape allowance
 - Continuous water lines under slab of copper or any other suitable material approved by Citrus County Permit
 - Washing machine hookup
 - Dryer hookup
 - Two full baths
 - Exhaust fans in all baths
 - Hot water heater
 - Three hose bibcocks
 - 200 Amp power service with all copper wiring in building
 - Surge arrester in main power panel
 - TV pre-wire
 - Telephone pre-wire
 - Two exterior weatherproof 110 Volt outlets
 - Central air condition system with high efficiency heat pump
 - Minimum 20' x 20' two-car garage

- ▣ Finished walls and ceilings in garage
- ▣ 25+ year fungus resistant architectural style roof shingles
- ▣ Concrete foundation fully reinforced with steel that ties solidly to wall and roof ties per Florida Hurricane Building Code and 3000 PSI fiber glass reinforced concrete floor
- ▣ Driveway of concrete with lateral and longitudinal expansion joints or pavers
- ▣ Exterior walls of concrete block construction with appropriate reinforcing steel and concrete
- ▣ Complete stucco or masonry finished outside with approved primer and paint colors
- ▣ Icemaker water line of copper tubing
- ▣ Energy saving roof ridge vents
- ▣ Aluminum fascia and soffit
- ▣ Concrete or pavers sidewalk from drive to entrance
- ▣ Concrete sidewalk adjacent to street and/or streets
- ▣ Flag poles are to be NMT (No More Than) 20' high and white or brushed aluminum with plastic flag clips
- ▣ Minimum ten year home warranty
- ▣ Minimum square feet of air conditioned living space is 1100 Sq. Ft.
- ▣ Propane tanks are to be located in the rear of the home, and if located elsewhere they are to be buried with County approval.
- ▣ Setbacks for Homes are Front: 22.5' (47.5' CL); 2nd Front: 15' (40' CL); Rear: 10'; Rear: 10'; Sides: 7.5' and Villas are Front: 22.5' (47.5 CL); 2nd Front: 15' (40' CL); Rear: 10'; Sides: 0' w/10' Building Separation.
- ▣ Easements: Homes: 10' Front for Utilities; 15' Rear Landscape Buffer on Lots Abutting Apache Shores and Villas: 5' Front for Drainage and Utilities; see plat for 30' Drainage and Utility Easement.
- ▣ All building sites must have a metal dumpster on the job site. The dumpster is not to be above the top rim when full. When full, the Contractor must call for the dumpster to be hauled and dumped.
- ▣ Job sites are to be equipped with plastic shielding around the perimeter to prevent erosion and/or wind blown dirt from invading neighboring property.
- ▣ Job sites must be kept orderly and clear of objects that can become missiles during extreme weather such as hurricanes and tornadoes. Building materials, supplies and equipment should be kept on the job site and not on neighboring lots.
- ▣ Contractor and sub-Contractor personnel are expected to maintain a reasonable decorum during work hours with regard to loud radios, cursing, etc.

2. The application form (Form A) for new construction must be completed by the builder in duplicate and submitted to the Architectural Review Committee no later than two weeks prior to filing for any necessary building permits. Any further modification of plans must also be resubmitted to the Architectural Review Committee for approval prior to start of construction. Submission plans must be in duplicate and carry samples of outside colors to be used on the finished structures. One set of plans will be retained by the Architectural Review Committee for future reference.

POLICIES AND PROCEDURES

Policy Title:	Villa Maintenance
Purpose:	To define exterior maintenance of villas.
Policy Statement:	Exterior maintenance of villas will be provided using the following guidelines.
Related References:	Current Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article VII, Section E., Paragraph 1) (a) (i) and (ii).
Portfolio:	Board of Directors – Grounds and/or Architectural Review Committees

Procedure - Lawn Maintenance & Landscaping

1. Lawn will be cut and edged around driveway and sidewalks with debris removed as needed. Weed whacking the perimeter of the exterior of the dwelling and shrub beds will be done as needed.
2. Lawn fertilizing and pest control will be provided as needed and determined by the Association. Replacement of sod will be the owner's responsibility.
3. Shrub trimming, fertilizing, and pest control will be provided as needed and determined by the Association. Shrub removal and replacement, including annuals and perennials, will be the owner's responsibility.
4. Shrub beds (those provided in the builder's package) will be mulched as needed. This is usually beds located at the front of the dwelling and some around the air-conditioning unit.
5. Weed control will be provided as needed in shrub beds mentioned above.
6. Tree trimming, replacement, and/or removal will be the owner's responsibility. Tree maintenance will consist of fertilization as determined by the Association.
7. Sprinkler maintenance will be provided after the builder's one-year warranty expires and will include all items beyond the zone valves to the sprinkler heads and installation of donuts. All other sprinkler expenses are the responsibility of the property owner. The villa owner is responsible to observe the working condition of the sprinkler system and is responsible to insure that the sprinkler timer is working properly and is providing sufficient watering time for each zone that is being watered. Owner should report any problems to the Villa Advisory Committee or the Grounds Committee. The villa owner is required to comply with existing County watering regulations. The cost of any sprinkler maintenance will be the responsibility of the owner if the same was caused by the action of the owner and/or their representative.

Procedure – Villa Painting

1. For Villa Section IV: To ensure quality, all villa exterior walls, porch and lanai walls, trim, window ledges, front entrance door, garage door and side utility door are to be repainted in the existing original base color. A change in original trim color requires the owner to follow Procedures 2 through 5 as stated below. Window ledges are not included as part of the trim.

For Villa Section III: All of the above apply except that the front entrance door and the garage doors may be painted the same as the original trim color on that villa.

2. If a homeowner wishes to have a different trim color on their villa, they must submit a form and color sample to the Architectural Review Committee for approval. Pastel colors are recommended.
3. Any approved alternate trim color paint will be purchased by the homeowner. The paint should be Sherwin Williams Loxon Top Coat or of a quality equivalent to what is being used to paint the villa.
4. Any additional labor cost for using a different trim color will be paid by the homeowner.
5. At time of painting, the contract will be reviewed with the owner.

Procedure – Exterior Items Not Included in Villa Maintenance Fee

1. Roof shingles must be replaced at the owner's expense but must be approved by the Architectural Review Committee prior to purchase and installation.
2. Power washing of the driveway and sidewalks.
3. Power washing of the dwelling will be done only at the time of painting.
4. It is homeowner's responsibility to remove furniture and all other items from front porch and lanai prior to painting.
5. Painting of ceilings and floors in front porch and lanai is not the responsibility of the Association.
6. Repair or replacement of concrete driveways or sidewalks.
7. Any exterior stucco repair or replacement is the owner's responsibility.

POLICIES & PROCEDURES

Policy Title:	Property Occupancy and Renter Approval
Purpose:	To insure compliance with the current governing Covenants and Restrictions and Florida law for adult communities.
Policy Statement:	Provide guidelines for occupancy verification and property rental within Arbor Lakes.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes (C&R's) Policies and Procedures for Arbor Lakes (P&P's) Florida State Statutes, Section 760.29(e) Federal Fair Housing Act, Section 100.304
Portfolio:	Board of Directors – Policy & Procedure Committee

Procedure

1. The owner of each occupied dwelling unit must complete a Verification of Occupancy Information (VOI) form and have it on file at the Association office. For information purposes, a copy of a VOI form is printed on the back of this P&P.
2. No one under the age of 16 may reside in Arbor Lakes.
3. The property owner may rent to a tenant for a period of not less than six months. A copy of the lease will be furnished to the Board; the amount of rent may be blocked out so as not to be seen by other parties.
4. Prior to renting the property, the owner is responsible for insuring that both a Rental Approval Request and a VOI are completed and submitted to the Association office. The owner can obtain both forms from the form holders in the room next to the Association office and should notify the Policy & Procedure Chairman when forms are completed. Two members of the Policy & Procedure Committee, one of which must be a Board member, will review the forms for approval and notify the owner or the rental agent.
5. The owner will notify the renter/occupants that Arbor Lakes is a deed-restricted community and that the C&R's and P&P's must be obeyed. The property owner must make available to the renter a copy of the C&R's and the P&P's. Copies will be available at the Association office at a cost of \$10.00 total.
6. Under no circumstance is the property owner relieved of the responsibility as homeowner in the C&R's and P&P's. The property owner will be held responsible for any and all violations of these documents.

ARBOR LAKES PROPERTY OWNERS' ASSOCIATION

VERIFICATION OF OCCUPANCY INFORMATION

Because we are designated as an "adult community", Arbor Lakes is required to claim an exemption to the Fair Housing Act. During the 2000 legislative session, the Florida legislature amended Section 760.29(e) of the Florida Statutes to require that communities claiming an exemption to the Fair Housing Act meet certain criteria.

We are required to send a certified letter to The Florida Commission on Human Relations showing that Arbor Lakes is entitled to this exemption. The letter must verify that at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older. For that reason, we must receive the following information for your property plus the name and birth date for each occupant of your property:

Lot No. _____ Date: _____

Street Address: _____

Owner Name(s): _____

Occupant Name: _____ Birthdate: _____

Occupant Name: _____ Birthdate: _____

Occupant Name: _____ Birthdate: _____

Occupant Name: _____ Birthdate: _____

These forms will remain on file in the Association office so that, if requested, we will be able to verify the figures we furnish to The Florida Commission on Human Relations. If we knowingly furnish false information, the Association will be assessed a fine of \$500.00. Please return this form as quickly as possible to:

Secretary
Arbor Lakes Property Owners' Association, Inc.
4215 N. Lake Vista Trail
Hernando, FL 34442

In the case of a rental, please complete this form and submit it to the Association Office along with the Rental Approval Request to the attention of the Policy & Procedure Committee. Contact the P&P Chairman so the rental request can be reviewed as quickly as possible.

Your cooperation in this matter is appreciated.

POLICIES AND PROCEDURES

- Policy Title:** Florida-Friendly Landscaping™
- Purpose:** To provide guidance and direction to Arbor Lakes residents in the development, installation and maintenance of low environmental impact yards.
- Policy Statement:** In accordance with Florida Statutes, Arbor Lakes property owners have the right to convert from turf based landscaping to Florida-Friendly Landscaping™. Arbor Lakes property owners will have the information necessary to plan and execute a real Florida-Friendly™ landscape that will enhance the beauty of a lot while reducing the needs for irrigation, fertilizers and pesticides.
- Related References:** Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article
Florida Statute Section 373.185 (2009)
Adopting a Florida-Friendly Landscape: Steps for Converting a Traditional Development Landscape to a Florida-Friendly Landscape (ENH1135, University of Florida)
Florida-Friendly Landscaping Guide for Community Associations and Residents (Developed by Citrus County UF/IFAS Extension)
A Guide to Florida-Friendly Landscaping (Florida Yards & Neighborhoods Handbook) (Including the Florida-Friendly Plant List)
- Portfolio:** Board of Directors, Architectural Review Committee (ARC)

Procedure:

1. Florida-Friendly Landscaping™ means quality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant. The nine principles of Florida-Friendly Landscaping™ include 'Right Plant, Right Place', 'Water Efficiently,' 'Recycle (composting),' 'Fertilize Appropriately,' 'Manage Yard Pests Responsibly,' 'Protect the Waterfront,' 'Reduce Stormwater Runoff,' 'Mulch,' and 'Attract Wildlife.' A good Florida-Friendly Landscape should include as many of these principles as is practical. Converting to a Florida-Friendly Landscape begins with planning and design, appropriate choice of plants, soil analysis, efficient irrigation, practical use of turf, appropriate use of mulches and proper maintenance. The objective of Florida-Friendly Landscaping™ is to provide attractive and low maintenance landscaping around each home which is consistent with the standards of the Arbor Lakes Property Owners Association.
2. Florida-Friendly Landscaping™ does not mean eliminating all turf and plants and replacing with rocks or mulch. Turfgrass can be a part of a Florida-friendly landscape

and should be maintained using Florida-Friendly Landscaping™ principles such as appropriate fertilization, responsible pest management, etc. Bahiagrass and Centipedegrass tend to require less maintenance than St. Augustinegrass, Bermudagrass and Zoysiagrass. It is not a desert landscape of rocks and cactus, but rather, the use of the right plant in the right place and the use of proper groundcovers that shall include a combination of mulches and turf grasses or alternative ground covers, such as perennial peanut, ornamental sweet potato vine, juniper, etc. Total replacement of turf grasses with artificial turf or 'river rock' is not considered a Florida-Friendly landscape due to excessive heat reflection, which may actually result in increased water consumption. While river rock is not actually considered as a mulch, it may be used in areas where moisture retention is not desirable, such as around the home foundation. It should be noted that rubber mulch and artificial turfs are NOT considered to be Florida-Friendly. Both of these materials can result in high surface temperatures and can emit unwanted chemicals into the environment.

3. Planning for a conversion should begin with study of the last two references listed above. These can be borrowed from the Chairperson of the Architectural Review Committee (ARC) or can be obtained for free from the Citrus County UF/IFAS Extension located at 3650 W. Sovereign Path, Suite 1, Lecanto, FL 34461, telephone: (352) 527-5700.
4. After the decisions have been made as to what combinations of plants, mulch, stone and turf or groundcover are to be used, a drawing must be prepared. The drawing must show the entire lot and include all impervious surfaces and the house position on the lot. Plant beds must be shown, as well as the plants that are intended for each bed. The Plant List that is included with the last reference above will provide information to assist in plant selection; the list can also be accessed at www.ifas.ufl.edu/PlantList/, which includes an interactive plant database that will select plants suited to your site conditions. For \$7.00 (current as of 05/04/11), the University of Florida's Soil Testing Laboratory will test for the soil's pH, lime requirement and levels of phosphorus, potassium, calcium and magnesium. The Citrus County UF/IFAS Extension can provide the mailing materials (a pre-addressed box, bag and submission form) or the resident can provide their own box and bag and then print the submission form from <http://soilslab.ifas.ufl.edu/pdf/%20files/SS18700.pdf/>. Drawing must include dimensions in feet. Also, be aware that any new poured concrete slabs for patios, walkways, etc. must be permitted through the Citrus County Building Division in Lecanto.
5. Submit a request to the ARC with the prepared drawing for consideration for approval. Forms for submission to the ARC are available in the clubhouse.
6. After the request has been approved, the work may begin to install the new landscape. The property owner MUST call 811 at least two days prior to the start of work. This service is free and you are required by law to call before doing any digging. This call will result in a crew coming out to the property and marking the location of any buried power and utility cables.
7. After the new landscape has been installed, it will still require some irrigation and maintenance. Be sure to test and adjust the rain sensor and irrigation timer. Test the

system to be sure that all sprinklers work properly and that there are no leaks. Reduce irrigation times to each zone, depending of what plants are used in the new landscape. Consider the use of a temporary or permanent Drip Irrigation system in areas where there is spacing between individual plants. These systems deliver water to each plant rather than wide area, so they are much more efficient than spray systems. Call the Citrus County Department of Water Resources at (352) 527-5543 to find out what the current water restrictions are for newly installed plants.

8. Use proper amounts and appropriate fertilizers and pest control methods to maintain the new landscape and 'Protect the Waterfront' from excessive runoff. If a contractor is to be used for fertilizing and pest management, that contractor should have a certification of training in Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries from the UF/IFAS Extension Service. A list of local contractors who have been trained in these Best Management Practices (BMP) is available from the Chairperson of the Arbor Lakes ARC or from the UF/IFAS Extension in Lecanto.
9. Any homesite which has been altered from its original state, shall be landscaped according to plans approved by the ARC. Any owner-installed landscape is the owner's responsibility to maintain. All shrubs, trees, grass, plantings, stones, and mulch of every kind shall be kept well maintained, properly cultivated and free of weeds, trash and other unsightly materials. Altered landscaping that was approved by the ARC and that was in place prior to the effective date of this P&P shall be 'grandfathered', whether or not it actually meets the principles of Florida-Friendly Landscaping™. However, any future changes to any landscaping in Arbor Lakes shall comply with Florida-Friendly Landscaping™ principles.

POLICIES & PROCEDURES

- Policy Title:** Architectural Review Approval
- Purpose:** Provide guidance to Arbor Lakes residents seeking approval of the Architectural Review Committee.
- Policy Statement:** Establish criteria when residents must submit plans for improvements or modifications to homes and landscaping on residential lots to preserve the values and appearance of the Arbor Lakes community.
- Related References:** Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Sections C & D
The Law of Florida Homeowners' Associations, Seventh Edition, Chapters 7.2 and 7.6
Florida Statutes 720.3075(4) , 373.185(1)(b)
University of Florida document ENH04 Selecting a Turfgrass for Florida Lawns
University of Florida Comparison of Lawn Grasses for Florida
- Portfolio:** Board of Directors – Architectural Review

Procedure

1. All Arbor Lakes property owners must obtain approval from the Architectural Review Committee (ARC) prior to making changes that affect the outside appearance of their home and prior to making significant changes in landscaping.
2. The property owner should complete the Application for Architectural Review (available at the clubhouse) and submit the application to the Architectural Review Committee (ARC) for consideration. The following guidelines are offered:

Dwelling Unit

1. No exterior addition to or change or alteration of a dwelling unit may be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved by the ARC.
2. No exterior painting shall be done without approval of the ARC. However, if there is no color change to a home, it may be painted the existing color without submitting a request for review.

3. Garage screens may be installed without review as long as they are white screen or black screen. Any other color will require review.
4. Roofing may be replaced with the same color shingle. Any change in color will require review.
5. Two satellite dishes may be installed on a residence as long as the diameter does not exceed 39 inches.

Landscaping

1. Any significant change to landscaping will require review by the ARC.
2. Existing flowerbeds and shrubbery may be replaced without review.
3. Any shrubbery or tree that may create a view obstruction for neighbors will require review.
4. No alteration may be made to any lot that would change the level of the land or alter the flow of drainage.
5. All front, rear and side yards on any lot shall be grassed or sodded except for acceptable landscaping and except for driveways and walkways. Paved or gravel yards in lieu of grass or sod will not be permitted.
6. VILLA LOTS: Additional plants are permitted in the originally approved flower beds at the owner's expense. No additional landscaping is permitted without ARC approval. The maintenance of, or the replacement of, any additional planting will be at the lot owner's expense.
7. "Xeriscape" or "Florida-friendly landscape" is permitted. Refer to Florida Statutes 720.3075(4) and 373.185(1)(b) for more information.
8. The approved Florida grasses are listed with the University of Florida IFAS Extension, Document ENHO4. This Document is titled 'Selecting a Turfgrass for Florida Lawns' and the ARC has a copy.
9. The following grasses are recommended for Arbor Lakes: St. Augustine, Bahia, and Zoysia. These grasses are non-invasive to your neighbor's yard. Rye grass can be used as a temporary winter grass.
10. One rain barrel per home is allowed with the following restrictions: it has to be covered with original lid, earth tone colors, maximum size is 60 gallons, plastic, an optional stand under the barrel is limited to 2 feet height, placement of barrel will be in the back yard or on the side of the house. If the barrel can be

seen from the front yard it will need to have adult shrubbery concealing it.

Miscellaneous

1. All fencing of any type will require review. Property owner is responsible for maintenance and replacement of all fencing on their property.
2. No window air-conditioning units will be permitted.
3. Clotheslines that are the removable rack type may be installed in the backyard as long as they are removed when not in use. In any event, clothes will not be permitted hung out between the hours of sunset and sunrise.

Residents should remember that we live in a deed-restricted community. When any changes are made, it is always best to check with the ARC to determine if a review form is necessary. Submission of the form protects the resident.

POLICIES AND PROCEDURES

Policy Title:	Home Occupation
Purpose:	To insure compliance with zoning regulations and maintain the integrity of the residential character of Arbor Lakes.
Policy Statement:	Provide guidance for residents who wish to conduct a business from their home.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section A, Paragraph 1 Citrus County Land Development Code, Sections 4430, 4431, 4432, 4433 and 4434 Citrus County Ordinance (C.O. 90-14).
Portfolio:	Board of Directors - Covenants and Restrictions

Procedure

When a resident decides to conduct a business or commercial enterprise from their residence in Arbor Lakes they first must obtain a certificate of home employment from the Citrus County Land Development Department and a home occupation permit from the Citrus County Tax Collectors office. A copy of these permits along with a letter explaining the nature of the business will be provided to the Secretary of the Arbor Lakes Property Owners' Association and maintained in file at the Association office. The following guidelines will be followed:

1. Only members of the family living at the residence may be engaged in the business.
2. The residence must remain a home and the residential character of the structure cannot be altered.
3. No outside sales, including garage sales, estate sales, or yard sales, are allowed.
4. No traffic greater than the normal residential traffic can be generated.
5. No equipment or tools used in the home occupation can create interference to neighboring properties.
6. Outdoor storage of materials is prohibited.
7. No business signs of any kind will be displayed on the property, except signs permitted in the Covenants & Restrictions.

Policies & Procedures – Home Occupation

8. Garages will not be used to warehouse material or equipment used in the business.
9. All land development codes of Citrus County must be followed.
10. All requirements of the County Tax collector's office will be followed.
11. All provisions of the Covenants and Restrictions will be followed.
12. If for some reason a permit is not necessary, the letter to the secretary will so note that along with the reason that no permit was required. Some businesses may be exempt from county regulation.

POLICIES & PROCEDURES

Policy Title:	Lawn Ornamentation
Purpose:	Maintain uncluttered, personalized yards
Policy Statement:	Provide those residents of Arbor Lakes, who desire lawn ornamentation, with simple guidelines.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes Article III, D-1a Current By-Laws for Arbor Lakes, Article VII, Section 1A.
Portfolio:	Board of Directors – Architectural Review and Covenants & Restrictions

Procedure

1. All lawn ornamentation is subject to the approval of the Arbor Lakes Architectural Review Committee.
2. Lawn ornamentation in the front yard of any Arbor Lakes resident may not exceed three (3) in number. These ornaments may be in a single group or placed separately.
3. Front yard is defined as grass, beds, driveway and walkway beginning at the street and continuing to the mid-point of the side of each residence/lot. On corner lots, the front yard continues the length of the street side of the residence/lot.
4. Lawn ornaments are not limited in the rear yard as long as approved by the Arbor Lakes Architectural Review Committee and are not visible from the street.

POLICIES AND PROCEDURES

Policy Title:	Mailboxes
Purpose:	To establish responsibility for the installation and maintenance of mailboxes.
Policy Statement:	Meeting minimum standards set by the community and Postal authorities.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C, Par. 27. Replacement Mailboxes Policy & Procedure Adopted October 21, 2002. Minutes of Arbor Lakes Property Owners' Association Quarterly Meeting of October 11, 2004.
Portfolio:	Board of Directors – Architectural Review Committee and Grounds Committee

Procedure

1. When a new home requires the original installation of a mailbox, the Chairman of the Grounds Committee will maintain contact with the builder and the mailbox installer to assure the box is installed in a timely manner. Cost of the original mailbox and installation will be paid for by the Arbor Lakes Property Owners' Association.
2. After the original mailbox and post are installed, it will be the responsibility of the lot owner to maintain the mailbox and post and to pay for replacement of the mailbox and post if it requires replacement.

Guidelines for Replacement

1. Mailboxes are standard 6.5" wide x 19" long x 9" high.
2. Material may be vinyl or metal.
3. Color will be white for single-family homes. Color will be mocha for villas.
4. The mailbox shall be plain or individualized with a nature design.
5. If mailbox is individualized, the resident must apply for approval to the Architectural Review Committee.
6. The post and supports for single-family home mailboxes will be 4" x 4" natural treated wood. The supports for the mailbox will not protrude out of the backside so as not to interfere with the sidewalk.
7. The villa mailbox post will be made of the same material and color as the mailbox.
8. All mailboxes will be 38" to 42" high and match the existing group height.

Policies & Procedures - Mailboxes

9. The home numbers shall be placed vertically on the post and may also be placed on the outside of the mailbox door.

Newspaper Tubes

Newspaper tubes are not permitted. Those existing prior to October 11, 2004 may remain.

POLICIES AND PROCEDURES

Policy Title: Hurricane Panels and Hurricane Shutters

Purpose: To provide standards for hurricane panels and hurricane shutters.

Policy Statement: To establish guidelines for the installation and use of hurricane panels and hurricane shutters.

Related References: Current Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C(12), Section D(1) and Section D(1)a.
Current By Laws for Arbor Lakes, Article VII, Section (1)A.

Portfolio: Board of Directors - Architectural Review

PROCEDURE:

1. Prior to the installation of any hurricane panels or hurricane shutters on a residence, written approval must be obtained from the ARC.
2. The request for approval will include the following:
 - a. Type of material being used, i.e. (Wood, aluminum, steel, vinyl).
 - b. Method of installation.
 - c. Type of brackets or fasteners being used.
 - d. Name of installer.
3. Panels will only be used and shutters will only be closed when the Citrus County Emergency Operation Emergency Center declares a weather emergency.
4. Panels will be removed and shutters opened within seven days after the weather emergency is over.
5. No residence may be “boarded up” by any means so as to create a “vacant” look
6. Hurricane panels or hurricane shutters may only be used for storm protection when a weather emergency is declared – not for when on vacation or extended absences or for security.

Adopted 8/8/05

POLICIES AND PROCEDURES

Policy Title:	Pets
Purpose:	Keep a safe and clean community
Policy Statement:	Arbor Lakes pet owners and caretakers are responsible for care of said pets.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section C, Para 2 (noise) & Para 14 (animals)
Portfolio:	Board of Directors - Covenants and Restrictions

Procedure

1. Pet owners and caretakers will care for and maintain the pet environment in a clean and sanitary condition.
2. No outside structure will be permitted to house a pet.
3. Pets will be kept on a leash and under control of the caretaker when outside the resident's property.
4. Owners and caretakers will clean up after said pet.
5. Pets will not be allowed in the Clubhouse or pool areas except in the case of a "service" animal.
6. All household pets must comply with Citrus County laws and regulations.
7. Pet owners and caretakers will be responsible for any "common area" damage cause by said pet.

POLICIES AND PROCEDURES

Policy Title:	Boat and RV Parking
Purpose:	Provide a reasonable accommodation for overnight parking of boats and RV's at a resident's home.
Policy Statement:	Provide the residents of Arbor Lakes with limited one night parking of boats or RV's at a resident's home.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, C24; and Article V, Para. (A)(a). By-Laws for Arbor Lakes, Article VII, Section 1A. State Statutes, Section 320.01
Portfolio:	Board of Directors - Covenants and Restrictions

Procedure

1. Present restrictions as explained in Declaration of Protective Covenant and Restrictions for Arbor Lakes, Article III, C, 24, are sufficient.
2. Boats planning to leave on an early morning (prior to 9:00 a.m.) excursion may prepare and then park attached overnight in front of the owner's residence.
3. Recreational Vehicles (RV's). Florida Statutes define recreational vehicles as units primarily designed as temporary living quarters for recreational, camping or travel use having either contained power or mounted on or drawn by another vehicle. RV's may park one night at the owner's residence in order to pack, unpack, or clean. Under some circumstances there may be a need for a vehicle to be parked at a home for a longer period of time. A written request can be made to the Board for a variance of this Policy and Procedure for up to one year. These circumstances may include extreme medical needs or medical conditions.
4. Owners of boats, RV's and all other vehicles are cautioned to park in such a manner that fire hydrants are accessible and corner visibility is maintained. The roadways should not be blocked by vehicles parked directly across from one another.
5. No boat or RV may be parked in front of an owner's residence overnight on consecutive nights.

POLICIES AND PROCEDURES

Policy Title: Disabled Vehicles

Purpose: To provide guidelines for disabled vehicles.

Policy Statement: Provide a reasonable guideline for parking of vehicles on private property and common grounds.

Related References: Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article III, C 24

Portfolio: Board of Directors – Covenants and Restrictions

Procedure:

1. At no time will a disabled vehicle be parked on private property or common grounds.

POLICIES AND PROCEDURES

- Policy Title:** Use of Common Grounds
- Purpose:** To provide a safe and orderly use of common grounds. Prior to use of the common grounds a waiver will be signed by property owners.
- Policy Statement:** Owners and guests will use the common grounds in a safe and orderly manner being considerate of others and preserving the facilities. Owners are responsible for all guests using the common grounds and facilities.
- Related References:** Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article II, C; Article III, A-2, B and C-31; Article V, A. (a) and (c), C. and F.
Minutes of Board Meeting of April 11, 2005.
Minutes of Board Meeting of March 10, 2008.
By Laws Article VII, Section 1, A, B, C.
The Law of Florida Homeowners Associations, Sixth Edition, 7.5.
- Portfolio:** Board of Directors

Procedure:

1. Prior to the use of common ground facilities property owners will sign a waiver limiting the liability of the Arbor Lakes Property Owners' Association. This waiver is to protect all owners in Arbor Lakes against liability for misuse of the facilities or actions that occur thereon which are not covered by insurance or where damages exceed insurance coverage. Failure to sign and return a waiver to the Association will preclude the owner and their guests from using the facilities until a waiver is received. Facilities are defined as, but not limited to, the Clubhouse, Pool, Tennis Court, Shuffleboard Courts, Lakefront Park, Picnic Area, Pier, Boat Docks, and Boat Launch Area.
2. Skateboards, roller blades and roller skates are prohibited on any common ground within Arbor Lakes. This includes streets and sidewalks.
3. Use of shuffleboard:
 - A. Established leagues will have first choice for use. After leagues are established, play will be on a first-come first-serve basis.
 - B. Shuffleboard courts will only be used for shuffleboard. No other activity will take place on them.
 - C. Because the courts are waxed, no one will walk on them.
 - D. Upon completion of use, the area will be cleaned and the equipment properly stored.
 - E. Users under the age of 18 must be accompanied and supervised by an adult.

4. Use of tennis courts:
 - A. Established leagues will have first use of the court. After league times are established, play will be available on a first-come first-serve basis.
 - B. Only tennis shoes with non-marking soles will be used on the court. No hard soled shoes are permitted.
 - C. Users under the age of 18 will be accompanied and supervised by an adult.
 - D. Any equipment used will be put away and the court left in an orderly manner.

5. Use of the pier, picnic area, park, and boat docks:
 - A. Because of the inherent danger and liability in these areas, persons under the age of eighteen must be accompanied and supervised by an adult.
 - B. Horseshoes are played on a first-come first-serve basis.

6. If owners are found using the common ground facilities without a signed waiver, the following procedure will be followed:
 - A. On the first offense a warning will be given either verbally or by direct mail to the owner. A record of this warning will be maintained by the Association Secretary.
 - B. On the second offense the owner will be fined \$100. Prior to imposing a fine, a hearing must be held to afford the alleged violator an opportunity to be heard on the issue. At least a fourteen day notice of the hearing must be given, and the hearing must be held before a committee of at least three Association members who are not Board members. A majority of the committee must affirmatively vote to impose the fine. A Board member will be selected to represent the Board at the hearing. The finding of the hearing committee will be binding on all parties.
 - C. Should the owner elect not to pay a fine, collection will be pursued through any allowable legal means.

7. It is against the Policies & Procedures to cross common grounds to reach the lakefront property with equipment or tools to cut brush. It is against the Policies & Procedures for a contractor to go across any common grounds including, but not limited to, water retention areas with equipment, etc. Any exceptions must be approved prior to use by the Grounds Committee Chairman or Co-Chair.

8. The use of the Arbor Lakes' common grounds and amenities by non-resident guests under the age of 18 is limited to 30 days per calendar year and not more than 14 consecutive days.

9. Policies and Procedures plus posted rules must be abided by residents and non-resident guests at all times.

Note: Please refer to these previously established Policies & Procedures for use of the following facilities:

Clubhouse Policy & Procedure
Swimming Pool Policy & Procedure

POLICIES AND PROCEDURES

Policy Title:	Clubhouse
Purpose:	Proper utilization of the clubhouse and its accouterments
Policy Statement:	Provide guidelines in the proper use of the clubhouse and its facilities.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article V, Section (A), Par. (a). Bylaws Article VII, Section (1), Par. (A)
Portfolio:	Board of Directors - Clubhouse

Procedure

1. Occupancy is limited by the Fire Marshall and is posted in the appropriate clubhouse rooms.
2. Pets, except service animals, are not permitted in the clubhouse.
3. The clubhouse is a non-smoking area.
4. Children under 18 years of age must be accompanied and supervised by an adult while in and around the clubhouse.
5. The clubhouse is not available for rent/hire to non-Arbor Lakes individuals.
6. Notify the clubhouse chairperson, or a designated member of his/her committee, of any malfunctioning equipment.
7. Multiple functions can be held in the clubhouse. Groups requiring less space should use the multi-purpose room.
8. Do not place liquid or food items on furniture or musical instruments.
9. Do not overload the electrical circuits by plugging too many items into an outlet.
10. Do not use nails or tacks, etc., on clubhouse walls.
11. Stored supplies are for the express use of Arbor Lakes' functions and are not for personal use.
12. You must receive authorization from the clubhouse chairperson, or a designated member of his/her committee, to remove any property from the clubhouse for personal use. Clubhouse items should not be removed from Arbor Lakes.
13. You must receive authorization from the clubhouse chairperson, or a designated member of his/her committee, to place donated items in the clubhouse. All items donated become the property of the Arbor Lakes Property Owners Association.

Reserving Clubhouse

Policies and Procedures - Clubhouse

1. Reservations for use of the clubhouse are on a first-come/first-serve basis.
2. If you wish to reserve the clubhouse, complete a reservation form (available at the clubhouse) and give it to the clubhouse chairperson or a designated member of his/her committee.
3. Reservations must be posted on the clubhouse calendar in ink by the clubhouse chairperson or a designated member of his/her committee. Information should include the time of reservation, name of sponsor, and date of posting.
4. Hours of reservations may be limited so as not to unduly inconvenience residents who would like to use clubhouse facilities.
5. The following listed dates are reserved for community sponsored parties and events that are open to all residents and their guests. However, if no community event is scheduled for the following dates, a resident may reserve the clubhouse:

Valentines Day	July 4 th	Thanksgiving Day
St. Patrick's Day	Labor Day	Christmas Day
Memorial Day	Halloween	New Years Eve

6. The sponsor reserving the clubhouse is responsible to see that the clubhouse is left in a clean condition and that tables and chairs are returned to their respective storage areas.
7. The sponsor reserving the clubhouse is responsible for the cleaning of soiled carpet.
8. The sponsor is to see that leftover food is properly disposed of and not left in the refrigerator. Generated garbage/trash is to be bagged and put in trash shed until trash pick-up day. The sponsor is responsible for placing it at the curb for pick up.
9. Dishes left in the Clubhouse will be donated to a local charitable organization.
10. The party sponsor is responsible for turning off stove and all appliances before leaving.
11. If the fireplace is used, the sponsor is responsible to see that the fire is extinguished.
12. The sponsor may delay cleaning of the kitchen and clubhouse until 9:00 a.m. of the day following an evening event. Otherwise, it must be cleaned immediately following the event.
13. At the conclusion of an event, the sponsor ensures that all windows are secure, all lights are out, all fans are off, and the doors are locked.
14. Residents are requested not to use that part of the facilities where the private function is in progress.

Private Parties

A private party is defined as: Any event that is not open to all Arbor Lakes' residents.

1. Clubhouse must be reserved and posted as previously described.

Policies and Procedures - Clubhouse

2. An Arbor Lakes' group that is open to all residents is not classified as a private party and will not pay a user fee; however, there will be a nominal charge of \$5.00 per non-resident attending.
3. A private party user fee of \$75.00, with \$25.00 refundable after cleaning, will be given to the clubhouse chairperson, or his/her designated committee member, at the time of reservation. If a private party exceeds 25 people, a fee of \$1.00 will be charged for each additional person. Fees collected will be placed in the clubhouse fund.
4. The party sponsor will make arrangements and/or pay wages for "security gate coverage" when regular guard is not on duty.
5. The party sponsor is responsible for any monetary damages incurred during a private party.

Special Circumstances:

1. Memorial services or gatherings in memory of a deceased Arbor Lakes homeowner will be exempt from all user fees and non-resident fee. Memorial services will take priority over other Arbor Lakes events scheduled at the clubhouse.
2. A community service organization that wishes to hold a community affairs meeting must have Board approval and may be exempt from all fees.
3. Reservation rules apply where applicable.

Grills:

1. After use, the sponsor will see that the grills are clean, covered, and returned to the west porch of the Clubhouse. When covering the grills, be sure the propane tanks are shut off.
2. When tanks need to be serviced, contact the clubhouse chairman or a designated member of his/her committee.
3. Grills are not to be removed from the Clubhouse for private use.

Library:

1. The library houses books and videos donated by Arbor Lakes residents.
2. Please return books and videos to their proper location.
3. When returning a video, please make sure it is rewound as a courtesy to the next user.
4. If the videotape is broken, please note on the cassette case.
5. As a courtesy to other users, please do not keep items for an extended period of time.

Exercise Room:

1. Individuals using the exercise room do so at their own risk.
2. Please observe the exercise room policies posted on the door.
3. No one under the age of 18 is allowed in the exercise room.

4. Make sure shoes are clean before using equipment.

Bulletin Boards:

1. The bulletin board in the foyer of the clubhouse is for Association information which will include a copy of the Gazette.
2. The bulletin board at the kitchen will be used only for Arbor Lakes events.
3. The bulletin board in the rear hall will be for sale items, cards, photos, and other information.
4. The following guidelines apply to all posted material:
 - A. Size of material posted is limited to 8 ½ by 11”
 - B. Cards and photos and other information removed after 14 days.
 - C. Sale items removed after 30 days.
 - D. Events not related to Arbor Lakes will not be allowed to be posted.
 - E. All items must be signed and dated. Items not signed and dated will be removed.
 - F. No solicitation is to be posted on any board.
 - G. Arbor Lakes events will be removed on the date of the event.
 - H. Items on the Association board will only be removed by a Board member.

Parking Lot:

1. Overnight parking in the clubhouse parking lot is prohibited.
2. The developer has provided two extra parking spaces in the RV parking lot for residents who have guests for seven days or less. Written requests to use these spaces may be submitted through the sales office.
3. Should extenuating circumstances prevail, a written request may be submitted to the clubhouse chairman or a member of that committee. The chairman may then grant overnight parking on the clubhouse parking lot for a limited time.
1. Any vehicle parked in the clubhouse parking lot which causes damage to the lot by leaking fluids or other circumstances must be removed immediately and the owner will be held responsible to repair the lot or pay for the damages.

POLICIES AND PROCEDURES

Policy Title:	Swimming Pool
Purpose:	Maintain a safe, clean pool and pool area
Policy Statement:	Residents using the pool will do so in a way that is safe, considerate of other swimmers, and respectful of the pool area/appearance.
Related References:	Florida Statutes Chapter 514 *State Statute 64E - 9.004 Citrus County Health Department Posted Rules & Regulations
Portfolio:	Board of Directors – Covenants and Restrictions – Recreation

Procedure

1. Pool use is limited to residents and their guests only. Residents shall accompany short-term and/or local guests at all times. Short-term is defined, for this policy statement, as a stay of less than one day and not including an overnight stay.
2. Shower before entering pool.
3. Pets are not allowed in the pool area with the exception of service animals.
4. Glass containers or other breakable objects of any kind are not permitted in pool area.
5. *Food, drink and glass containers are prohibited in the pool and on the pool wet deck area.
6. Those individuals wishing to smoke must bring their own ashtray for use in the pool area and take it and the contents home when they leave.
7. Swimmers must wear appropriate swimming attire. A protective shirt may be worn to avoid sunburn.
8. Radios, CD's and cassette players may be used only with person headsets.
9. Children not yet toilet-trained are not permitted in the pool. *(Expenses incurred from having to drain, clean and refill the pool due to defecation by children not toilet-trained will be the responsibility of their guardians.)*
10. Guests under the age of 18 years must be supervised by a parent, grandparent, or responsible adult from the host resident home at all times.
11. Pool umbrellas must be closed when not in use.
12. Clean up your area before leaving.
13. The last person leaving is responsible for locking the gate.

POLICIES AND PROCEDURES

Policy Title:	Boat Dock, Shoreline, and Pier
Purpose:	Provide a safe and clean boat launching, dock, shoreline and pier area.
Policy Statement:	Provide residents of Arbor Lakes with guidelines in the use of the boat dock, shoreline, and pier.
Related References:	Statutes of Florida regarding boats, boat trailers, recreational vehicles, and boat launching/dock areas as well as appropriate county and municipal rules and regulations. Declaration of Protective Covenants & Restrictions for Arbor Lakes, Article V, (A)(a). By-Laws for Arbor Lakes, Article VII, Section 1 (A), (B).
Portfolio:	Board of Directors - Covenants and Restrictions and Recreation

Procedure

1. Canoe Rack: A storage rack is provided for personal canoes near the shoreline. Arbor Lakes assumes NO responsibility for canoes stored in, on, or near this rack area.
2. Paddle Boat Rack: A storage rack is provided for personal paddleboats near the shoreline. Arbor Lakes assumes NO responsibility for paddleboats stored in, on, or near this rack area.
3. All vessels must be seaworthy, clean and well maintained.
4. Only one canoe or two kayaks can be placed on a rack.
5. Residents may have the use of one rack per owned lot.
6. Launching Ramp: After launching, boat trailers and vehicles are to be removed from the launching ramp area to allow other boats access to the facilities.
7. The cleaning or disposing of fish is not allowed in the shoreline area.
8. Boats leaving or approaching the dock area should do so at idle speed to minimize the possibility of damaging boats tied up at the dock.
9. Boats may be beached along the shoreline area while loading or unloading.
10. Boats MAY NOT remain tied up at the dock overnight.
11. Residents are expected to remove all their trash from the common area.
12. Safety Recommendations:

- a. When backing the boat trailer onto the launching ramp, it is suggested that someone be available to provide guidance and directions to the driver to assure that it is safe to proceed with the backing and launching.
- b. It is recommended that boaters wear proper footwear to minimize the danger of slipping.

POLICIES AND PROCEDURES

Policy Title:	Solicitation within Arbor Lakes
Purpose:	Provide standards for solicitation and business advertising.
Policy Statement:	Provide uniform guidelines and standards relating to solicitation and business advertising for the purpose of doing business within Arbor Lakes.
Related References:	“No Soliciting” sign at Arbor Lakes entrance
Portfolio:	Board of Directors - Covenants & Restrictions; Clubhouse

Procedure

1. Non-profit organizations may make presentations and solicit to further their charitable cause after obtaining approval of the Clubhouse Chairman and the Board of Directors. This organization must be invited and hosted by an Arbor Lakes resident or club.
2. Educational presentations concerning health, security, nutrition, finances, wildlife, landscape, etc., can be presented by non-profit groups for the benefit of the residents and their property after obtaining approval of the Clubhouse Chairman and the Board of Directors. An Arbor Lakes resident or club must invite and host the presentation.
3. Other group presentations are permitted on common property after obtaining approval of the Clubhouse Chairman and the Board of Directors. All perks must benefit an Arbor Lakes Club or Association project and not the individual inviting and hosting the event.
4. The Arbor Lakes address and telephone directory and/or e-mail address list is for internal resident use only. These listings may not be used to solicit or in any way be used to promote a business.
5. Arbor Lakes common property is not to be used as a means to advertise, promote, or solicit business. Therefore, business cards, flyers, advertisements or endorsements are not to be posted in or on these premises.

POLICIES AND PROCEDURES

Policy Title:	Fund Raising Projects
Purpose:	To insure projects are within the goals of the community and that costs are controlled.
Policy Statement:	To establish guidelines for groups and individuals desiring to raise funds for projects in Arbor Lakes.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article V, Section A(a), C, and F. Bylaws, Article VII, Section 1(A).
Portfolio:	Board of Directors

Procedure

1. When a recognized group or individual desires to hold a fundraiser for a project in Arbor Lakes, they must first obtain approval from the Board of Directors.
2. A letter from the group must first be sent to the Board of Directors. The letter will define the project, the estimated cost of the project, and the methods to be used in fund raising. The letter will then become an agenda item to be acted on at the next Board meeting.
3. At the next Board meeting a spokesperson for the group will be present to answer any questions that the Board might have concerning the project.
4. Any project that may have a recurring cost or a capital expenditure resulting in an increased cost to the budget will be presented at a quarterly meeting to be voted on by the membership. Projects deemed to have no cost or a minimal cost to the Association may be approved by the Board of Directors.
5. All fundraisers in Arbor Lakes must first have Board approval.

POLICIES AND PROCEDURES

Policy Title:	Nomination Process
Purpose:	Provide a procedure for the nomination of qualified candidates to serve on the Board of Directors.
Policy Statement:	The nominating process for open positions on the Arbor Lakes Board of Directors shall be accomplished according to the guidelines set forth.
Related References:	Bylaws of the Arbor Lakes Property Owners' Association. Robert's Rules of Order.
Portfolio:	Board of Directors

Procedure

1. Composition of the Nominating Sub-Committee

- A. Nominating Committee shall consist of three or more members. One shall be a member of the Board of Directors, appointed by the Board President in consultation with other Board members, and shall serve as the Committee's chairperson. Two or more members shall be recruited from the community at-large by the Committee chairperson under the consultative direction of the Board President.
- B. Every effort shall be made by the Nominating Committee Chairperson and the Board President to reasonably ensure that the Nominating Committee is representative of the community.
- C. The formation of the Committee shall be completed by the September Board Meeting.

2. Functions of the Nominating Committee

- A. Forming a slate of eligible candidates for open positions on the Board of Directors.
- B. Insuring candidate eligibility:
 - 1) Current compliance with the Arbor Lakes Property Owners' Association monthly maintenance fee;
 - 2) Established Arbor Lakes residency (the Committee shall keep in mind that seven members of the Board must be year-around residents and two may be residents for a minimum of six months a year); and,
 - 3) Current compliance with Arbor Lakes Property Owners' Association Covenants and Restrictions.
- C. Nominating Committee shall fulfill its responsibility in three complementary ways, 1) direct nominations, 2) acceptance of self-nominations, and 3) nominations from the floor.

- 1) Direct Nominations:
 - a) The Committee shall devise a candidate-search method, which, in its nature and implementation, is impartial and shall make every effort to nominate candidates who are representative of the community.
 - b) Under no circumstances shall the Committee nominate one of its own members or accept the self-nomination of one of its own members. A member of the Nominating Committee may, however, be nominated from the floor (see 3 below).
 - c) Nominees shall indicate their consent to have their names placed on the slate of candidates to the Committee Chairperson no later than one week prior to the December Board of Directors meeting.
- 2) Self-Nominations:
 - a) The Nominating Committee shall provide a mechanism whereby any interested Arbor Lakes resident may come forward to express his/her willingness to be a candidate.
 - b) In reviewing self-nominations, the Committee shall keep in mind the candidate eligibility criteria noted previously (2.B.).
 - c) The Committee shall entertain self-nominations from October 1 until the Board's scheduled December meeting.
- 3) Nominations from the Floor:
 - a) Nominations from the floor shall be on the Board's agenda at its scheduled December meeting.
 - b) The Nominating Committee shall ensure that the community is aware of this meeting by publishing a notice of the purpose and agenda in the October, November, and December issues of the Gazette and by posting a notice at the Clubhouse by December 1.
 - c) The nomination process shall be conducted by the chairperson of the Nominating Committee in accordance with Robert's Rules of Order.

3. Slate of Candidates

- A. The complete slate of eligible candidates shall be presented, in writing, to the President of the Board by the chairperson of the Nominating Committee no later than one week following the scheduled December Board meeting.
- B. The President of the Board shall submit the slate of candidates to the editor of the Gazette for publication in the January issue.

POLICIES AND PROCEDURES

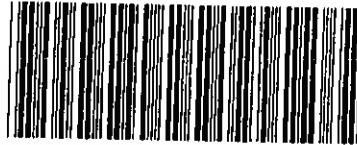
Policy Title:	Election Process
Purpose:	Provide a procedure for the election of eligible candidates who have consented to serve on the Arbor Lakes Property Owners' Association Board of Directors.
Policy Statement:	The election for open positions on the Arbor Lakes Board of Directors shall be accomplished according to the guidelines set forth.
Related References:	Bylaws of the Arbor Lakes Property Owners' Association Robert's Rules of Order.
Portfolio:	Board of Directors

Procedure

1. The election of candidates to fill upcoming vacancies on the Board of Directors shall take place on the day set for the Annual Meeting.
2. Voting shall be by written ballot, one (1) ballot per lot.
3. If there are no more candidates than there are positions to be filled, the candidates will be elected by acclamation with no need for a written ballot.
4. The Secretary of the Board of Directors shall serve as Election Clerk. The Secretary shall oversee the preparation and distribution of the ballot and recruit, from the community, registrars and tellers who will assist the Secretary in the conduct of the election.
5. Instructions on the ballot shall stipulate that any number of candidates may be selected by a voter within the limit of positions to be filled on the Board.
6. Ballots and voting instructions will be mailed to all property owners in a timely manner after the nomination process is completed. To safeguard voter anonymity, these instructions shall require 1) that the completed ballot be placed in a sealed envelope, and 2) that this envelope shall be placed in another envelope bearing the household name.
7. The poll at the Clubhouse shall be open on election day during hours stated on the ballot and as posted at the clubhouse.
8. Completed ballots shall be cast in one of two ways:
 - a. By mail or hand delivery, following the instructions in Par. 6 to safeguard voter anonymity, to be received at the Association office prior to the close of the poll on election day.
 - b. In person at the poll during the designated voting hours on election day.

Policies and Procedures - Election Process

9. Votes shall be tallied under the direction and supervision of the Election Clerk. Any results tallied prior to the close of the election will be kept confidential by the Election Clerk to assure that early results are not released.
10. The election results shall be announced by the Election Clerk during the Annual Meeting.
11. In the event of a tie, the Election Clerk shall implement provisions for a runoff election to be held during the Residents' Meeting.
12. The Election Clerk shall hold all ballots in safekeeping for a total of thirty (30) days and shall, thereafter, destroy them.
13. A candidate who fails to be elected may, for reasonable cause, request a recount of the votes. Such a request shall be addressed to the Election Clerk, in writing, within seven (7) days following election day. The recount shall be done by tellers in the presence of the candidate and the Election Clerk.
14. Elected candidates shall serve a two-year term and will assume their responsibilities as members of the Board of Directors at a Special Meeting to be held seven (7) to ten (10) days following the Annual Meeting. The officers and committee chairmen will be determined at this Special Meeting. The Election Clerk is to post the meeting notice.
15. A Board member should remain neutral with respect to the outcome of the election process. Board members may vote as they choose but should not attempt to influence how other property owners vote.



2005002803 85 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE \$724 00
2005002803 BK:1804 PG:2219-2303
01/12/2005 09:37 AM 85 PGS
JPARRISH,DC Receipt #001706



2004047677 49 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE \$418 00
2004047677 BK:1740 PG:863-911
07/09/2004 08:57 AM 49 PGS
BHINKOFER,DC Receipt #030145

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
FOR
ARBOR LAKES-UNITS I, II, III & IV**

EXECUTED JUNE 29th, 2004

*Prepared By and Return to after Recording
Karen O. Gaffney, P.A.
Karen O. Gaffney, Esquire
221 W. Main Street
Suite D
Inverness, FL 34450
Telephone: (352) 726-9222
Attorney for the Association.*

R →

*****THIS INSTRUMENT IS BEING RE RECORDED TO CORRECT A
SCRIVENERS ERROR AND TO RECORD ALL ORIGINAL EXHIBITS*****

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR ARBOR LAKES - UNITS I, II, III & IV

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS I & II and DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ARBOR LAKES - UNITS III & IV (hereinafter referred to as the "Declaration") is made this 29th day of June, 2004 by Arbor Lakes Partnership, a Florida General Partnership, its successors and assigns (hereinafter the "Developer").

WHEREAS, ARTICLE III, Section C, Paragraph 30, of the Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II, as previously recorded in the public records of Citrus County, Florida, authorizes the amendment of such covenants, conditions and restrictions by the recording of an instrument signed by Developer; and

WHEREAS, the amended and restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I and II, Declaration of Protective Covenants and Restrictions for Arbor Lakes Units III and IV have been amended on March 28, 1999 as recorded at Official Records Book 1416, Page 128, Public Records of Citrus County, Florida, and on June 3, 1999, at Official Records Book 1308, Page 962, Public Records of Citrus County, Florida and on January 27, 1997 as recorded at Official Records Book 1168, Page 676, Public Records of Citrus County, Florida; and

WHEREAS, Developer has determined the need to amend, modify, except or vary the Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II in order to clarify certain provisions and to resolve issues that have arisen since the original filing thereof and to amend the provisions for Units III and IV; and

WHEREAS, Developer has also determined that the following amendments, modifications, exceptions or variances to be substantially consistent with the general uniform plan of residential development for Arbor Lakes; and

WHEREAS, by virtue of the signatures below the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes - Unit I and II are hereby amended in their entirety and the original Declaration of Protective Covenants and Restrictions For Arbor Lakes - Units III and IV is hereby amended as set forth below; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Developer desires to subject the Property, together with such additions as may be made to such Property in accordance with the provisions contained hereinafter, to the covenants restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for

the benefit of such Property and each owner of such Property; and
WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a not-for-profit corporation, ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "Association"), for the purpose of exercising the functions stated above, which Association is not intended to be a condominium association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and be binding on all parties having any right, title or interest in the Property, their heirs, successors, and assigns and shall inure to the benefit of each such party.

ARTICLE I **DEFINITIONS**

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "Arbor Lakes" shall mean and refer to, that portion of the property described on attached Exhibit "A" which constitutes approximately 370 residential lots in Arbor Lakes - Units I, II, III and IV in the planned community to be developed on the Property, together with such additions thereto, if any, as may hereafter be made pursuant to this Declaration.

2. "Association" means Arbor Lakes Property Owners Association, Inc., a Florida corporation, not-for-profit, responsible for (a) operating the project of Arbor Lakes, or (b) certain duties relating to a particular portion of Arbor Lakes as may be referred to in this Declaration.

3. "Articles" means the Articles of Incorporation of the Association and amendment thereto, copies of which are attached hereto and incorporated herein by reference as Exhibit "B" and Exhibit "D", respectfully.

4. "Amended By-Laws" means the By-Laws of the Association and amendment thereto, copies of which are attached

hereto and incorporated herein by reference as Exhibit "C" and "E", respectfully.

5. "Developer" means Arbor Lakes Partnership, a Florida General Partnership, its successors and assigns.

6. "Declaration" means this instrument and any and all supplements or amendments thereto.

7. "Board" or "Board of Directors" means the Board of Directors of the Association.

8. "Lot" means a portion of the Property upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (as hereinafter defined).

9. "Single Family Lot" means a Lot upon which not more than one (1) Dwelling Unit may exist at any time according to restrictions contained in this Declaration.

10. "Undeveloped Lot" means a Lot upon which no Dwelling Unit was issued a final certificate of occupancy by the appropriate governmental authority.

11. "Dwelling Unit" means any residential structure intended as an abode for one (1) family constructed in Arbor Lakes, Units I, II, III or IV.

12. "Villa Style Dwelling Unit" means the type of single family residential structure contemplated for construction in Arbor Lakes Units III and IV where additional outside maintenance is to be provided by the Association.

13. "Outside Maintenance Assessments" means those additional assessments for Villa Style Dwelling Unit owners in Unit III and Unit IV for the outside maintenance of their homes.

14. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit in Units I, II, III or IV and includes Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

15. "Lot Owner" means the owner or owners of the fee simple title to a Lot in Arbor Lakes, Units I, II, III or IV and includes Developer for so long as it is the owner of the fee simple title to a Lot.

16. "Owners" means, collectively, all Dwelling Unit Owners and all Lot Owners.

17. "Property" means all real property located within Arbor Lakes Units I, II, III, & IV.

18. "Quorum" shall mean the presence at the meeting of members entitled to cast, or of proxies entitled to cast, 30% of the eligible votes of the membership at any meeting of the Association called and held in accordance with the by laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

18. "Residential Property" means all portions of Arbor Lakes designated as such in this Declaration, within the Property or any additions thereto as permitted by this Declaration, and upon which Dwelling Units may be constructed.

19. "Common Area" means, collectively, the portions of Arbor Lakes outside of the Lots and each portion designated or dedicated as a "Common Area" in this Declaration or the Plats of Arbor Lakes Units I, II, III and IV and which shall be used for Common Area purposes. Common Areas include any open spaces or natural area, or facilities utilized or intended for use for athletic, recreational or social purposes and amenities associated therewith such as, but not limited to, streets, drives, driveways and parking, recreation and storage facilities, amenities supporting the property of Arbor Lakes, sewer, water, storm drainage and retention ponds. The purposes for which a particular Common Area may be utilized may be limited by any special provisions of this Declaration or the Plats of Arbor Lakes - Units I, II, III and IV to which the particular Common Area in question is subject.

20. "Association Property" means such portions of the Common Areas as are dedicated to the Association or conveyed to the Association. Unless and until the Common Areas are conveyed to the Association, same shall not be deemed to be Association Property.

21. "Arbor Lakes Governing Documents" means, in the aggregate, the Plat, all Replats, the Declaration, and all Replat Declarations and the Articles, the By-Laws, and all of the instruments and documents referred to therein or referred to herein.

22. "Operating Expenses" means the actual expenses for which Owners are liable to the Association as described in the Declaration and in any other of the Arbor Lakes Governing Documents, and includes, but is not limited to, the actual costs and expenses incurred by the Association in administering, operating, reconstructing and maintaining the Common Areas and Association Property attributable to, located in or used by the Owners of Arbor Lakes.

23. "Institutional Mortgagee" means (a) any lending institution having a mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business

in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution(s) as the Board shall hereafter approve in writing which has acquired a mortgage upon a Lot or Dwelling Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, including the Veterans Administration, or the successors and assigns of such lenders (herein referred to as the "Lenders"), which have loaned money to Developer to acquire, or construct improvements upon, the Common Area or have loaned money to Owners and which hold a mortgage upon any portion of the Property securing such a loan.

24. "County" means the County of Citrus, Florida.

25. "Standing Committees": means those committees created by the Association, which committees shall give recommendations to the Association for enforcement of the items set forth in this declaration. Each Standing Committee will be composed of the number of Board Members required by Florida Law and a minimum of at least two (2) Arbor Lakes property owners who are approved by the Board.

26. "Voting Member" shall mean and refer to the person appointed as the voting representative for a residential lot on a duly executed Voting Member Designation Certificate on file with the Association secretary.

27. "Turnover Date" shall be **July** 1, 2004.

28. "Plats" shall mean and refer to those Plats for Arbor Lakes - Units I, II, III or IV as previously recorded, or to be recorded in the Public Records of Citrus County, Florida.

29. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the terms "including" shall mean "including without limitation". The headings used herein are for indexing purposes and shall not be used as a means of interpreting or construing the substantive provisions hereof.

30. "Architectural Review Committee" All construction, exterior changes and landscaping requires ARC approval, pursuant to Article III, Section D hereof. The ARC is a standing committee as defined in Section 25 above.

31. "Voting Member Designation Certificate" shall mean a duly executed document naming a "Voting Member" eligible to cast one (1) vote for a designated Arbor Lakes residential lot. Such certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners of the subject Lot and filed with the Secretary of the

- Association.
32. "Duly Appointed Proxy" shall mean a proxy form duly executed by a Voting Member designating an individual eligible to present the proxy form at a specific meeting and cast a vote in the absence of the Voting Member.
33. "Meeting of the Arbor Lake Property Owners Association" shall mean any meeting of the Association called and held in accordance with the By-laws. Business may be conducted at such a meeting if a Quorum is present. If, however, such quorum shall not be present or represented at any meeting, the Eligible Votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

ARTICLE II
PLAN FOR DEVELOPMENT OF ARBOR LAKES

A. Committed.

Developer has acquired and is the owner of the commercial property located adjacent to the Property and intends to develop or cause to be developed thereon, or upon portions thereof, or upon such additions as may be made to such Property in accordance with the provisions contained herein, commercial development or an additional phase of the Arbor Lakes planned community. In accordance with the applicable land development regulations of the County, the Developer's additional property is presently designated with site plan approval which would permit, the development of Commercial facilities.

In the event the Plan for the property adjacent to Arbor Lakes is approved by the County for the development of residential townhomes, the boundary lines and dimensions shown on the additional phase of the subdivision are subject to minor changes and adjustment as each Lot area is finally determined and platted. The Developer reserves unto itself, its successors and assigns, the absolute right to make such changes and adjustments in the boundaries of additional phases as are necessary to meet the applicable governmental codes, regulations and standards and to carry out the intent of site plan. Additionally, Developer reserves the right to adjust the lot lines of any Lot not previously sold to a person or entity other than Developer. Such changes can be accomplished by amendment to the Plat and to this Declaration by the Developer's signature without the consent of any Lot Owner or Dwelling Unit Owner.

In the event that the Developer elects to develop the property adjacent to Arbor Lakes for residential uses, the same must be approved by the vote in person or by proxy of at least 75% of the membership of the Association at a duly constituted meeting of the membership of the Association after notice to all members.

B. Uses of Property.

The Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this amended and restated Declaration, a Plat, or a Replat Declaration, except to the extent as such Replat Declaration may limit. In addition to any other provisions thereof, the provisions of this Declaration, a Plat or a Replat Declaration may restrict specified portions of the Property to specified uses, including, but not limited to, use as Residential Property, Non-residential Property, Open Parcels or Open Areas, Recreation Areas, property to be maintained in a natural state, property to be maintained for drainage and/or water management purposes, and such other purposes and uses that are supportive of the community of Arbor Lakes.

C. Administration and Management of Arbor Lakes.

By this amended and restated Declaration, the Developer hereby adopts Arbor Lakes Property Owners' Association, Inc. as its Association for the purposes of operation, management, and administration of the Property with all those powers as are set forth in this Declaration. Provided, however, the Association shall work at the direction of the Owners of the Lots and Dwelling Units of Arbor Lakes such that the Lot Owners and Dwelling Unit Owners, through their respective majority vote or such vote as may be required as hereafter described, shall direct the Association to enforce this Declaration, collect assessments and to otherwise enforce the rules created. Provided, further, the Developer, upon the approval of at least 75% of the then current membership of the Association, may adopt the Association to operate, manage and administer additional phases of residential property.

ARTICLE III
LAND USE CLASSIFICATION AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the provisions herein shall be applicable to the Property, and any additions thereto which may be made pursuant to this Declaration, and run with the land, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Property.

1. Residential Property: Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for "Residential Use" (as hereinafter described) only. All Property designated as "Residential Property" in this Declaration, on a Plat or in a Replat, shall constitute Residential Property. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential

purposes such as, but not limited to, streets, drives, driveways, parking spaces, lawn areas and other amenities as an appurtenance to Dwelling Units. No commercial or business occupations may be conducted on Residential Property except for the construction, development and sale or rental of Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services. In addition to the provisions of this Declaration, the Lots shall also be subject to the terms of all applicable Plat or Replats. Plat or Replat Declarations shall designate the Lots subject thereto (all of the Lots which are subject to a particular Replat Declaration being hereinafter collectively referred to as a "Section") and among other things, may provide for, as applicable, (a) the type of Dwelling Units that may be constructed in the Section, and (b) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions for the Section as Developer shall deem appropriate.

2. Common Areas: Common Areas are those portions of the Property designated as, or dedicated for use as, "Common Areas" in this Declaration, in a Plat or on a Replat and shall only be used for "Common Areas" purposes. "Common Area" includes any open spaces or natural area, or facilities utilized or intended for use for athletic, recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking recreation and storage facilities, amenities supporting the Property, sewer, water, storm drainage and retention ponds. The permitted purposes for which a particular Common Area may be utilized may be limited by any specific provisions of this Declaration, a Plat, a Replat, or any other document or instrument to which the particular Common Area in question is subject.

3. Association Property: All of the Association Property including, but not limited to the dock(s) extending into Lake Tsala Apopka, shall be owned and held by the Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof, and subject to the provisions of this Declaration and all applicable Plats or Replats. The costs of administering, operating, maintaining, repairing, replacing, and reconstructing the Association Property, and any improvements to be maintained thereon, shall be a part of the Operating Expenses.

4. Use of Property Not Otherwise Restricted: Except as may be limited in this Declaration, a Plat or Replat, Developer upon receipt of approval of the Board of Directors of the Association shall have the right to make such lawful uses of Property as Developer shall, from time to time, determine.

5. Developer's Reservation of Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Arbor

Lakes, Developer hereby reserves for itself, and its successors and assigns, and the Association recognizes, agrees to, and acknowledges that Developer and its successors and assigns shall have, the right to the use of all Common areas and all other Property for marketing purposes. Further, the Developer may use lots owned by the Developer for sales, offices and/or models without any cost or intolerance to the Developer, and its successors and assigns, for such rights and privileges. For purposes of this Article III, Paragraph A, Subparagraph 5, the term "Developer" shall include any Lender (as defined in Article I hereof) which has loaned money to Developer to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any Property as the result of the foreclosure of any mortgage encumbering Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Article III, Paragraph A, Subparagraph 5, are in addition to and in no way limit any other rights or privileges of Developer under any of the other Arbor Lakes Governing Documents and, except as provided in Article X, shall terminate upon Developer or its successors or assigns no longer owning any Property or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of Common Area or any portion thereof complies with the covenants and restrictions contained in this Declaration, or any applicable Plat or Replat, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Developer or Successor Developer of the Property or any parts thereof in accordance with Subparagraph 5 of Paragraph A of this Article III shall be deemed a use which complies with this Declaration and all applicable Plat and Replats and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities.

In order to preserve the values and amenities of Arbor Lakes, the following provisions shall be applicable to the Residential Property and, where specifically stated, the Property:

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas, or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of Developer or its successor or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor shall the installation of wells or pumps, in compliance with applicable

governmental requirements, or for sprinkler or irrigation systems for any portions of the Property be deemed a Mining Activity.

2. Nuisances: No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted or maintained on the Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property as are specifically permitted or contemplated by this Declaration, or a Plat or Replat, shall not be deemed unreasonable, obnoxious or a nuisance.

3. Clothes Drying Areas: Clotheslines shall be prohibited. The drying or airing of clothes outside any Dwelling Unit is prohibited unless a temporary condition is approved in advance by the Board of Directors of the Association.

4. Removal of Sod and Shrubbery; Alteration of Drainage, etc.: Except for Developer's or its successor's acts and activities in the development of Arbor Lakes, no sod, top-soil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any Residential Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Arbor Lakes. This paragraph shall not be construed to preclude the Board from making changes to the Lots, Common Areas, or Association Property where such changes are necessary for the safety, preservation, and well being of the community. In such event, the Board is required to use professional engineering advice and make such advice available to each of the Owners.

5. Antennae, Aerials and Satellite Dishes: No antennae or aerials of any kind shall be placed upon any property in Arbor Lakes. The owner of the property shall be permitted to install appropriate satellite receivers provided size, plans for location and method of installation for same have been approved by the Architectural Review Committee.

6. Litter Trash and Refuse: In order to preserve the beauty of Arbor Lakes, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup and removal. At no time shall storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited in a respectable manner at the curb the day of pickup in containers designed for such purposes.

7. Pools: No above ground pool shall be permitted. All in ground pools shall be within the setback lines as defined within the subdivision Plat or Replat. Plans and specifications must be approved by the Developer and thereafter by the Board.

8. Radio Equipment: No ham radios or radio transmission equipment shall be operated on the Residential Property.

9. Subdivision and Partition: The Lots shall not be subdivided further than as provided in this Declaration, in any Plat or Replat, unless it is determined by the Developer or Board of Directors that such subdividing is consistent with the general uniform plan of residential development for Arbor Lakes and has been approved by the Developer or Board of Directors.

10. Casualty Destruction to Improvements: Notwithstanding the ownership of a Dwelling Unit by a Dwelling Unit Owner, the Association, nevertheless, shall have the obligation, duty and responsibility for maintenance, repair, replacement, alteration and improvement of all improvements, property, structures and facilities in the Common Areas and , including the maintenance, repair and replacement of the storm water drainage system, its piping, ditches, ponds, and facilities.

11. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other of the Arbor Lakes Governing Documents (including any Rules and Regulations enacted by the Association or Board) as now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Arbor Lakes Governing Documents.

12. No Buildings, Fences, Walls, etc...: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Residential Property or any Lot to enclose said property or lot or otherwise screen it from view, except that green, vinyl coated, four-foot chain link fences, up to six foot solid wood fences, or up to eight foot solid vinyl fences may be approved (depending on the specific requested location), at the Board of Director's sole discretion, for lot owners with properties contiguous to a) Drainage Retention Areas, b) Commercial Property, and c) R.V. Storage Area located only on the perimeter of the Arbor Lakes Community. The following lots in Units I, II, III, and IV may be entitled to the foregoing exception:

Unit I: Block A, Lots 1-4
Block B, Lots 1-7
Block E, Lots 1-14
Block F, Lots 1-5 and 27
Block Q, Lots 1-10
Arbor Lakes Unit 1, Plat Book 15, page 75-79,
as recorded in the public records of Citrus
County, Florida.

Unit II: Block G, Lots 27-36
Arbor Lakes Unit II, Plat Book 16, page 99, as
recorded in the public records of Citrus
County, Florida.

Unit III: To be described at a future date, but shall include those lots in said unit which are contiguous to Apache Shores subdivision.

Unit IV: Lots 72-75, Lots 80, 81, 90, 91, 100, and Lots 101-108, pending recording in the public records of Citrus County, Florida.

No exterior addition to or change or alteration of a Dwelling Unit may be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. The plans, specifications, and procedures for approval shall be as generally set forth in Article III, Paragraph D. Should the Architectural Review Committee, in its sole and absolute discretion, refuse, approval of the application, then the structure or addition or improvement cannot be made.

13. Signs: No sign of any kind shall be displayed to the public view or in any dwelling Unit or Lot or Common Area except a one family name sign and a "For Sale" sign of not more than 144 square inches, and except those signs deemed necessary by the original Developer, his successors and assigns, or unless approved by the Board.

14. Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) pets in the aggregate may be kept in any such Dwelling Unit or Lot. All animals shall be placed on a leash when outside the Lot. Pet excrement must be picked up immediately by the pet owner.

15. Temporary Buildings: Trailers, tents, shacks, barns, sheds or any temporary buildings of any nature are expressly prohibited within this community, and no temporary residence shall be permitted in unfinished Dwelling Units.

16. Mowing: All Lot Owners of any Lot on which no Dwelling Unit has been erected or upon which a Dwelling Unit has been erected, shall permit the Association periodically and from time to time to mow the Lot in accordance with the Association's schedule and such Lot Owner shall pay such charges as the Association may charge for mowing and maintenance of such Lot. No trash, debris or rubbish of any kind shall be allowed to be placed or maintained on the Lot. Such right in the Association to mow or otherwise maintain the Lot shall arise only after the Lot Owner has failed to mow or otherwise maintain or clear the Lot within seven (7) days following the giving of notice by the Association to such Owner to mow, clear, or otherwise maintain the Lot.

17. Hobbies: The pursuit of hobbies or other inherently dangerous or unattractive activities, including specifically, without limiting the generality of the foregoing, assembly or disassembly of motor vehicles and other mechanical devices which might create disorderly or unkempt conditions; the shooting of firearms of any type or size; and other activities shall not be pursued or undertaken on any part of any Lot or the Common Area. In the event of fireworks, said fireworks shall only be permitted under the direct supervision of the appropriate municipal authorities and only if permitted by local ordinances. No automobile or other equipment may be dismantled, repaired or serviced on any Lot except in the garage.

18. Moving Buildings: No building or buildings of any kind shall be moved from any other place onto any lot, nor from one Lot another Lot, without the prior written permission of the Board or the Architectural Review Committee.

19. Diligence in Construction Required: The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time and in accordance with the requirements herein contained. No out buildings shall be completed prior to the completion of any Dwelling Unit, except that temporary storage and convenience facilities may be erected for workmen engaged in building a Dwelling Unit on the Lot, but such temporary facilities shall be removed as soon as the Dwelling Unit is completed.

20. Garage Doors: Garage doors shall be closed at all times other than when a vehicle is entering or leaving a garage, except that lot owners shall be permitted to leave garage doors open while engaging in activities requiring immediate access to their garage area (i.e., lawn and vehicle maintenance, etc.). As an alternative to the requirement of keeping garage doors shut, a professionally installed screen door which fills the entire entry to the garage shall constitute compliance with this section provided that installation and application has been approved by the Architectural Review Committee.

21. Liability of Owners: Each Owner shall be liable to the Association for any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason or the negligence or willful misconduct of the Owner or of his family, relatives, guests or invitees, both minor or adult.

22. Location of Structures: No structures shall be located nearer to a lot line than the distance approved by the land use regulations of the County.

23. Height and Other Restrictions: Structures shall be constructed in accordance with the following restrictions:

- (a) No structures shall be constructed more than 25 feet

in height with the height distance being measured from the top of the highest point on the structure to the average grade level of the grounds surrounding the structure;

(b) Each Dwelling Unit constructed on such lots shall contain at least 1100 square feet of living area. Garages or porches, open or screen, are not to be included in the computation of square footage;

(c) For any home constructed from and after the date of this Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes- Units I, II, III & IV. Each Dwelling Unit on any Lot shall have at least a standard two-car garage or two single garage doors. All garages shall be attached to the main Dwelling Unit. Carports shall not be allowed;

(d) Roofs shall be of a shingle, clay tile or concrete tile construction. No flat or gravel roofs shall be allowed except for porches and screen enclosures;

(e) All exterior walls or elevations shall be of concrete or masonry, and shall be covered with an exterior finish sufficient to cover all block joints. Painted block, "sparkle crete" or any similar finish shall not be permitted; aluminum fascia and soffit are required. Non-concrete or masonry siding existing as of the date of this amended and restated Declaration can be maintained with the same or similar type of material;

(f) All front, rear and side yards and additional adjoining lots shall be sodded with approved grass except for other acceptable landscaping, driveways and walkways. Paved or gravel yards in lieu of grass or sod shall not be permitted. Within 30 days after a Certificate of Occupancy has been issued, sod with an automatic underground sprinkler system must have been installed and be operational;

(g) No window air conditioning units shall be permitted.

24. Vehicles: No motor vehicle shall be parked on the Property or on Lots except on a paved or concrete driveway or in a garage. All non-garaged vehicles must be properly registered and have current license tag. The sidewalk in front of the paved or concrete driveway is considered part of the sidewalk and not part of the driveway, parking across the sidewalk is prohibited. Motor vehicles used for commercial purposes are not allowed to park anywhere within Arbor Lakes property, except in a garage or to provide services to a resident and/or Arbor Lakes community. Panel trucks, semi trailer, truck tractor and boats must be stored in the garage. All other types of recreational vehicles and boats on trailers may be parked for a limited time, not to exceed one night on the driveway for the purpose of preparing unit to disembark or cleaning after arrival, as defined in the policies and procedures. Other non-licensed vehicles must be garaged over night. Developer

may, but is not obligated to provide designated space on property contiguous to Arbor Lakes for the storage of the types of vehicles mentioned in this paragraph. Notwithstanding the foregoing, the Association may adopt reasonable rules to allow parking upon the common areas during special events.

25. Watering of Landscape: No Owner shall be permitted to water his lawn or any landscaping utilizing water from any lake, pond, or reservoir (or any other Common Area) contained within the Property. All watering systems utilized by Owners must be either connected with an Owner's individual, private well (the installation of which shall not occur until the Owner has obtained prior approval from the Board or Architectural Review Committee) or with a water system maintained and controlled by the County or any other local utility company servicing the Property. In the event an Owner utilizes a private well for watering purposes, any staining of a Dwelling Unit caused by the well water shall be remedied by the Owner by regular painting over such stains. The Owner is required to maintain a healthy lawn and landscaping but not to exceed County or governmental restrictions.

26. Burning: No burning of trash or other materials shall be permitted within the Property. Provided, however, the Developer reserves unto itself, its successors and assigns, the right to burn debris as a result of clearing and cleaning of property within Arbor Lakes.

27. Mailboxes: Mailboxes shall originally be furnished by the Association to each Dwelling Unit Owner at the time of his purchase of the Dwelling Unit. Thereafter, replacements of or repairs to such mailboxes shall be at the owner's expense and shall be in conformity with guidelines established by the Architectural Review Committee and the replacement of or repairs to such mailboxes shall be subject to the prior approval of the Board or Architectural Review Committee.

28. Decorations/Ornaments: In the event individual Lot Owners in Arbor Lakes desire to appropriately decorate their Dwelling Units and Lots to celebrate holidays commonly recognized by the United States Government, no such decorations or ornaments shall be erected more than thirty (30) days prior to the holiday being celebrated and same shall be removed within fifteen (15) days following such holiday.

29. Violation of Covenants: If any person shall violate or attempt to violate or in any way fail to abide by any of the covenants and restrictions set forth in this Declaration, it shall be lawful for the Association, its successors and assigns to institute legal proceedings as are available to enforce obedience, to prevent further, or continued violation, and to recover damages, attorneys' fees, court costs and litigation expenses for such violation or attempted violation. Other persons owning lots in Arbor Lakes who have complaints about possible violations shall be required to submit their complaints in writing to the Association,

or the Covenant and Restrictions Committee or the Board of Directors who shall then render a decision on the matter. The decision of the Covenant and Restrictions Committee or Board of Directors shall be final and binding on all parties concerned.

30. Amendments and Modifications by Association: Notwithstanding any provisions of this Declaration to the contrary, Association, its successors and designated assigns, reserves the right and authority (subject to FHA/VA approval, if required) to amend, modify, or grant exceptions or variances from any of the use restrictions set forth in this Article III of this Declaration pursuant to Article 12 (k) hereof.

31. An Adult Community: In accordance with Subpart E, Housing For Older Persons, Section 100.304 of the Federal Fair Housing Act, Arbor Lakes is designed, promoted, marketed and restricted as an adult community. It is intended that Arbor Lakes be operated, maintained and managed for occupancy by older persons. Accordingly, eighty percent (80%) of the dwelling units in Arbor Lakes shall have at least one (1) resident who is 55 years of age or older. The residents of the remaining twenty percent (20%) of the dwelling units in Arbor Lakes are not required to meet the 55-year age requirement, however, no one under the age of 16 may reside at Arbor Lakes. Persons who are under the age of sixteen (16) and who are guests of the dwelling unit owner(s) are permitted to reside in the dwelling unit for a period of time of not more than fourteen (14) consecutive days at any one time and for no more than thirty 30 days cumulatively in any twelve (12) month period.

32. Property Rentals: Homeowners may rent to tenants, for a period of not less than six months, provided that the Association pre-approves a rental application provided by and submitted by the homeowner. All rental agreements and tenants shall be subject to the amended and restated Declaration of Protective Covenants and Restrictions For Arbor Lakes.

33. Landscaping of Lots, Units and Parcels and Maintenance of Improvements Thereon:

(a) 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.

(b) Failure to Maintain In the event an Owner of any Lot, Unit or parcel shall fail to maintain or repair his Lot, Unit or Parcel or the improvements thereon, if any, within fifteen (15) days written notice of same from the Association, then the Association, by approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through

its agents and employees, to enter upon said Lot, Unit or Parcel and to repair, maintain, and restore the Lot, Unit or Parcel and any improvements. The cost of same shall be added to and become part of the assessment on that specific Lot, Unit or parcel, and said cost shall be a lien upon said Lot, Unit or parcel with the same force and effect as the liens on Lots, Units or Parcels for general assessments as provided in this Declaration and the Articles and By-Laws of the Association.

34. Vacant Lots Purchased by Adjoining Residents. All such lots will be completely covered with approved grass and shall be properly maintained. Any ornamentation on said lots shall be limited to natural landscaping, exclusive of man-made ornamental objects. Each lot upon completion of contiguous homes being built, shall be required to have a sidewalk.

35. Construction Plans: All construction plans must be approved by the Architectural Review Committee to provide harmony in design and must comply with the Standard Construction Requirements in paragraph 36, and in accordance with the Architectural Review Submittal Form A as provided in Rules and Regulations (P&P).

36. Minimum Construction Requirements: As defined in the Rules and Regulations (P&P) Form B are items listed. Form B are items required to be included in any new home construction within Arbor Lakes by any and all Contractors and/or Builders. Such list and Form B is subject to change upon approval by the Board of Directors.

D. Board Approval of Improvements to Lots, Dwelling Units.

In order to preserve the values and appearances of Arbor Lakes, the following restrictions upon the Residential Property are hereby established:

(1). Requirement of Board Approval. Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer or Board of Directors, landscaping and plantings by or with the approval of Developer, additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Board, no improvement, structure, landscaping or plantings of any kind, including, without limitation, any swimming pool, tennis court, or screen enclosure shall be erected, placed or maintained on any portion of Property; shall be commenced or maintained upon any portion of Residential Property; and no "significant" addition, alteration, modification or change to any such improvement, structure, landscaping or plantings shall be made without the prior written approval of the Architectural Review Committee and then the Board of Directors, if necessary. For the purposes hereof, the Developer shall serve as the Board of Directors and the Architectural Review Committee until the time of the turn over date, as otherwise set forth herein. Further, any improvement

or structure of any kind, including, without limitation, any swimming pool, tennis court, screen enclosure, landscaping or plantings commenced or maintained upon any portion of Residential Property, which were not approved as otherwise provided herein, shall, at the discretion of Developer and Architectural Review Committee, or the Board of Directors, be subject to evaluation and possible disapproval or removal at the sole expense of the lot owner(s).

a. For purposes of clarification, the above reference to "significant" additions, alterations, modifications or changes to any such improvement, structure, landscaping or plantings shall include, but not be limited to the following, the installation of shutters, screen enclosures, paved walkways, flag poles, lawn ornaments, fencing, etc....

b. The painting of the exterior of a dwelling unit or any portion of a unit, when the color of the paint to be applied is different from that which has already been applied to a dwelling unit, shall be approved in advance in writing by the Architectural Review Committee.

(2). Method of Obtaining Board Approval. Prior to the application for permit to construct an improvement of any kind on a Lot, Board approval of such construction must first be obtained. In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, and nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of, any plan or design from the standpoint of structural safety or conformance with applicable building codes.

(3). Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the respective Lot Owner or Dwelling Unit Lot Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Board of such plans and specifications and any and all other reasonably

requested information and materials related thereto, then upon notice to the Board by the Applicant in writing and the expiration of ten (10) days from said notice, said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith. The procedure shall also apply to paragraph 12 of Article III.

(4). Board to Adopt Rules and Regulations. The Board shall promulgate such further rules and regulations, (i.e. Policies and Procedures which only help to define the covenants and restrictions contained herein) as it deems necessary and may adopt a schedule of reasonable fees for the processing of applications to the Board.

(5). When Approval of Board Not Needed. If the contemplated improvements, structure, landscaping, planting or thing which would otherwise be subject to the jurisdiction of the Board is subject to the jurisdiction of either an Association or an Architectural Review Committee as provided by a Plat or Replat, the Board shall have the right (but not the obligation) to adopt a resolution providing that the procedures for architectural control and approval as provided in that Plat or Replat shall take precedence, whereupon, and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the Board no approval by or from the Board shall be necessary or required. Any approvals given other than by the Board in accordance with the provisions of this Subparagraph 5 shall be effective notwithstanding the subsequent termination of effectiveness or subsequent revocation of the Board's resolution which permitted such approvals to be given other than by the Board. The Board may assign or delegate to the Architectural Review Committee such powers and responsibilities which the Board, in its sole discretion, deems advisable. Following such assignment or delegation of powers or responsibilities, the Architectural Review Committee shall carry out said duties, unless and until the Board revokes same pursuant to this Declaration, the Articles or By-Laws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

A. General Membership.

Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest in a Lot merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership in the Association. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. Any Owner of more than one (1) Lot shall be entitled to one (1) vote for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment and it shall be automatically transferred by conveyance of that Lot

to the Grantee named in such conveyance. The Developer shall also be a member so long as Developer owns one (1) or more Lots.

B. Voting Members.

As to each Lot owned by one (1) or more members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one (1) and only one (1) of the owners of such Lot as the Voting Member for that Lot. Such certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners of the subject Lot and filed with the Secretary of the Association. Only the person named in the voting member designation certificate, or his duly appointed proxy, shall be allowed to cast a vote for the subject Lot. A Lot which does not have a valid voting membership designation certificate on record with the Secretary of the Association shall not be entitled to a vote, nor shall such Lot be counted as existing for the purposes of determining any percentages or fractions for voting purposes or for total outstanding votes or quorums under this Declaration or for the Articles, By-Laws or the Association.

C. Classes of Membership Established.

The Association shall have one class of membership, as follows:

(a) Membership. Every Owner of a Lot, , shall be a member of the Association.

(b) Voting. The Owners of any Lot who are members pursuant to this Declaration shall have one (1) vote for each Lot owned by them, subject, however, to the requirements and limitations set forth in Paragraph B of this Article IV.

D. Board of Directors.

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in these Articles.

ARTICLE V
PROPERTY RIGHTS REGARDING COMMON AREAS

A. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend, and rescind reasonable rules and regulations regarding use of the Common Areas;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment levied under this Declaration against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility as provided by its Articles;

(e) Except as in subparagraph(d) above, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such restrictions as may be agreed to by the Voting Members of the Association. No such dedication or transfer shall be effective unless approved, in writing, by not less than two-thirds (2/3) of Voting Members and no such dedication or transfer shall limit or impair the right of ingress and egress for any Lot within the Property;

(f) The right of the Association to grant easements, as to the Common Areas or any part thereof, as provided by its Articles; and

(g) The right of the Association to otherwise deal with the Common Areas as provided by its Articles or this Declaration.

B. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, owner's guests, his tenants, or contract purchasers, providing the foregoing actually reside at the Owner's Lot.

C. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any family member, tenant, or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board.

D. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board.

E. Animals. No animals shall be permitted in or on the Common Area at any time except as may be provided in the rules and regulations of the Association.

F. Rules and Regulations. No Owner or other permitted user of the Common Area shall violate the reasonable rules and regulations for the use of the Common Area as the same are, from time to time, adopted by the Association.

G. Title to Common Area. The Developer shall convey to the Association, title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

H. Easements Reserved in Common Area. The Developer hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to easements over any of the Common Area and areas owned by the Association, if any, for the installation, maintenance, replacement and repair of drainage, water, sewer, electric, and other utility lines and facilities, provided such easements benefit land which is or will become part of the Property. The Developer shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area or other areas owned by the Association, provided such lines and facilities benefit land which is or will be within the Property. The Association shall join in or separately execute any easements for the foregoing purposes which the Developer shall direct or request from time to time.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND SUCCESSOR DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses:

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration, and (ii) maintain, operate and preserve the Association Property for the recreation, use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot and each Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Unit Assessments" and the "Special Assessments" as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Arbor Lakes Governing Documents.

B. Establishment of Liens.

Any and all assessments made by the Association in accordance with the provisions of this Declaration or any of the Arbor Lakes Governing Documents ("Assessments"), with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of each such Lot assessed. No Owner except the Developer may exempt himself from personal liability for Assessments or release the Lot owned by him from the liens and charges hereof by waiver of the use and enjoyment of the Association Property, Common Area, or by abandonment of his Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of the Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. In addition, any and all late charges, fees, fines or interest levied by the Association in connection with an unpaid Assessment shall be subordinate to the lien of a first mortgage of an Institutional Mortgagee on such Lot to which the unpaid Assessment relates.

C. Collection of Assessments.

Assessments shall be due and payable upon the first day of each quarter of each year, or as otherwise designated by the Board, whether or not a bill for such has been sent to each Owner of a Lot by the Association. In the event any Lot Owner shall fail to pay Assessments, or installments thereof, charged to such Lot Owner within ten (10) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of \$25.00 to defray additional collection costs;

2. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments;

3. To advance on behalf of the Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default;

4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

5. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure of the Association.

6. To suspend voting rights if regular annual assessments and/or outside maintenance assessments are delinquent in excess of 90 days pursuant to Florida Statute 720.305(3).

D. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement.

Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots in Arbor Lakes. Further, Developer and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option; to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Any Institutional Mortgagees paying overdue operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

E. Obligation of the Developer to Pay Assessments.

Notwithstanding anything herein set forth to the contrary, and notwithstanding the Developer as a Lot Owner, the Developer shall be obligated to pay the pro-rata Assessment or Special Assessment attributable to the Lots owned by the Developer, or any Dwelling Units owned by the Developer.

F. Homestead.

By acceptance of a deed thereto, the Owner and his/her spouse, if married, of each Lot shall be deemed to have waived any exemptions from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This provision is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but, rather, is intended to be construed in the Association's favor.

G. Initiation Fee.

At the time of the conveyance of any Lot, the new Owner of such lot shall pay to the Association a minimum initiation fee of One Hundred twenty-five Dollars (\$125.00). Such initiation fee shall be utilized by the Association to meet the Association's operating expenses.

ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments.

The total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Budget") prepared by the Board not later than December 31 of the calendar year preceding the calendar year for which the Budget is to be adopted. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned among the Lots to determine the Individual Unit Assessment as follows:

1. There shall be assigned to each Lot a "Value" of \$1.00;
2. The "Lot Assessment" shall be the product of (a) the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are the subject of a Special Assessment (as hereinafter set forth) and (b) a fraction, the numerator of which is the Value assigned as aforesaid and the denominator of which shall be the total of all Values assigned to all Lots platted. In Units I and II the assessments shall be 1/255 per Lot, and when Units III and IV have been added, the assessment in Units I, II, III and IV per lot shall be 1 divided by the total number of lots in all four units;
3. The maximum number of Lots in Unit I and Unit II will be 255 lots. When Unit III and IV are added, the maximum number of lots will be approximately 380 Lots. The Developer shall have the right, but not the obligation, to add additional lots, as set forth in this Declaration. Any additional lots so added by Developer

after approval of the membership as set forth herein shall be subject to all assessments set forth in this Declaration in the same manner as Lots within Arbor Lakes - Units I, II, III and IV.

B. Developer's Assessment.

Each lot owned by the Developer shall be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by members. Such assessment shall be prorated as to the remaining whole calendar months of the then current fiscal year of the Association. Upon transfer of title of any Lot owned by the Developer, the Lot shall be assessed in the amount established for members, prorated as of and commencing with the month following the date of transfer of title.

C. Assessment Payments.

The individual Lot Assessments shall be payable quarterly, in advance, on the first day of each January, April, July, and October of each calendar year. The Lot Assessments and the quarterly installments thereof as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the number of Lots (thus apportioning all such Assessments and installments thereof among all Lots in existence at the time such installment is due) or changes in the Budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. The Value as set forth in Paragraph A (1) of this Article VII shall be the Value whether or not the Lot is improved. The obligation for payments to the Association shall commence with the sale or transfer of ownership to an Owner other than the Developer.

D. Special Assessments.

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Arbor Lakes Governing Documents, and whether or not a cost or expense for which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Association Property or the cost (whether in whole or in part) of reconstructing, replacing, or repairing such improvements. Special Assessments shall be assessed in the same manner as otherwise set forth above of this Article VII. Special Assessments shall be paid in such installments or in a lump sum, as the Board shall, from time to time, determine.

E. Special Provisions for Units III and IV

In addition to, and irrespective of any other contrary provisions, the Developer has hereby established the following special provisions for Arbor Lakes Units III and IV.

1) Maintenance Requirements:

(a) Outside Maintenance: Outside Maintenance shall be performed at the direction of the Board, shall consist of whatever goods and services are deemed necessary by the Association, and is in addition to those responsibilities of the Association as set forth elsewhere in this document. The manner, frequency and scheduling of Outside Maintenance shall be determined by the Board or its designated agent(s).

(i) Lawn, Landscaping and Irrigation

The Association shall care for and maintain all lawn areas, trees, shrubs and mulch ("Landscaping") included in the standard dwelling unit package.

Landscaping may be added or changed during initial construction or subsequent to the initial construction of the dwelling unit only with plants and materials approved by the Association. The cost of such approved Landscaping changes shall be the responsibility of the Lot Owner. The Lot Owner will be responsible for the maintenance of all Association-approved Landscaping changes.

Association approved changes to the Landscaping must include appropriate Association approved changes to the Lot irrigation system for the new or changed Landscaping. The cost of Lot irrigation system changes shall be the sole responsibility of the Lot Owner(s).

The Association shall care for and maintain Lot irrigation systems.

(ii) Building Maintenance

The Association shall re-paint Villa Style Dwelling Unit exterior painted surfaces (concrete, walls, doors and trim) which may be needed due only to normal wear and tear.

The Association shall clean or power-wash Villa Style Dwelling Unit exterior painted and exterior finished aluminum surfaces.

b) Maintenance of Common Property and Other Portions of the Property:

Unless otherwise indicated or specifically described elsewhere herein, the Association shall also maintain all Common Properties in Units III and IV and all improvements thereon in good condition at all times. This burden shall expressly include the responsibility for maintaining the roads and drainage areas which

may be given, by declaration, dedication, easement or deed, to the Association. This burden shall also expressly include the repainting of exterior walls of all Dwellings which may be needed due only to normal wear and tear. If pursuant to any easement, deed, or dedication, the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times.

In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the owner(s) of such Property. In such event, where applicable, the Association shall so notify any owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate owner in writing.

Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries at the Property. 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 to the extent such damage is not covered by the Association's insurance.

(c) 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 for Units III and IV. In such event, the costs of such additional duties in these units shall be included as an additional expense to be assessed against the Lot Owners in Units III and IV. The foregoing constitutes the basic general expenses of the Association and said expenses are to be paid by Lots Owners of Units III and IV as herein provided.

(d) Easement and Right to Enter:

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.

2) Outside Maintenance Assessments, and Adoption of Association For The Purposes of Operation, Management, Administration, Maintenance and Collection of Additional Assessments for Units III and IV:

(a) Outside Maintenance Assessments For The Lot Owners in Arbor Lakes, Units III and IV.

The Board shall have the power and authority to levy Arbor Lakes Units III and IV Lot Owners Assessments necessary to satisfy the actual expenses of the Association for Arbor Lakes Units III and IV Outside Maintenance. It shall be the duty and responsibility of the Board to fix and determine from time to time, but not less frequently than annually, a written operating budget which shall provide for the Outside Maintenance sum or sums. Outside Maintenance shall be funded in its entirety by the Arbor Lakes Units III and IV Lot Owner Assessments for the actual cost(s) of Outside Maintenance. Outside Maintenance Assessments are in addition to the Lot Assessment paid by all Arbor Lakes property owners provided for in Article VII, A, 2. Assessments levied by the Board shall be payable in the manner determined by the Board.

Additionally, the Board shall have the power and authority to levy Arbor Lakes Units III and IV Lot Owners Special Assessments should a Special Assessment become necessary as determined by them in their sole discretion and said special Assessment shall be determined, assessed and levied against the Lot Owner(s) and payable in the manner determined by the Board.

Provided that Lot Owners purchase Villa Style Dwelling Units in Arbor Lakes Units III or IV, the Association shall collect assessments from said Lot Owners for the actual cost of maintenance of their Dwelling Units, lawns, etc., as otherwise set forth above, at the direction of the Owners of the Lots and Dwelling Units of

Arbor Lakes such that the Lot Owners and Dwelling Unit Owners, through their respective majority vote or such vote as may be required as hereafter described, shall direct the Association to enforce this Declaration, collect said outside maintenance assessments and to otherwise enforce the rules created. These assessments shall be in addition to those Lot Assessments provided for in Article VII,A, 2.

(b) Adoption of Association For The Purposes of Operation, Management, Administration, Maintenance and Collection of Outside Maintenance Assessments.

By this Declaration and pursuant to Article II, C, above, the Developer hereby adopts Arbor Lakes Property Owners' Association, Inc. as its Association for the purposes of operation, management, administration, maintenance and collection of outside maintenance assessments with respect to the Property and Lots contained within Units III and IV with all those powers as are set forth in this Declaration.

3) Applicability of Other Provisions Contained in Declaration. In addition to the special provisions contained in Article VII, E, of this Declaration, the Lot Owners of Villa Style Dwelling Units in Arbor Lakes, Units III and IV shall be subject to all other provisions contained in this Declaration, except for other lot owner maintenance provisions which may be contrary to this Article.

F. Liability of Lot Owners for Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit in Arbor Lakes, each Owner thereof acknowledges that each Lot, and the Lot Owners thereof, are jointly and severally liable for their own Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Lot Owner for himself/herself and his/her heirs, executors successors and assigns, that in the event Lot Owners fail or refuse to pay their Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Lot Owners may be responsible for increased Assessments or Special or other Assessments due to the nonpayment by such other Lot Owners, and such increased Assessment or Special or other Assessment can and may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in this Declaration.

G. Maintenance Repair and Replacement of Roadways.

The roadway and roadway system providing access to the public ways are created by various easements. The Association is and shall be obligated to pay for the maintenance, repair, replacement and operation of the roadway and roadway systems to the public ways and such cost and expense of the Association shall be an Assessment and obligation of each Lot Owner and Dwelling Unit Owner and shall be an obligation attached to the Lot and Dwelling Unit as part of the assessments established by this Article VII.

H. Owners Responsibility for Maintenance.

The owner of any dwelling unit shall be responsible for maintaining all portions of such unit for which maintenance is not specifically the responsibility of the Association as set forth herein. Should any unit owner fail to properly maintain such property, the Association is authorized to assess and levy fines for each day the property continues to be improperly maintained.

ARTICLE VIII
OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property, Common Area and the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect and which the Lot Owners are obligated to pay as provided herein or as may be otherwise provided:

A. GENERAL EXPENSES:

1. Taxes.

Any and all taxes levied or assessed at any and all times upon the Common Area or Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Area or Association Property and against any and all personal property and improvements which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

2. Utility Charges.

All charges levied for utilities providing services for Common Areas, Association Property, or Property owned in common by all the Lot Owners such as lighting, sewer, roadways, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of Utility or any other type of service charge.

3. Insurance.

The premiums on the policy or policies of insurance which the

Association, in its sole discretion, decides to obtain; provided, however, that the Association shall, at a minimum, obtain and maintain the following insurance coverage:

a. All buildings and improvements now or hereafter located upon the Association Property, or upon Lots, for which improvements the Association is responsible to maintain, repair or replace, will be insured to afford protection against at least the following:

(I) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(II) Such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Arbor Lakes in construction, location and use.

b. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until the Turnover Date, Developer as named insured thereof, insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than \$500,000.00 for damages incurred or claimed by any one person for any one occurrence and not less than \$1,000,000.00 for damages incurred or claimed for any one occurrence and for not less than \$1,000,000.00 property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include, as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to Arbor Lakes in construction, location and use.

c. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(I) Such bonds shall name the Association as an obligee;

(II) Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Operating Expenses of the Association; and

(III) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation

from any definition of "employee" or similar expression.

d. Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Association Property and any buildings and improvements now or hereafter located thereon or in the best interests of Arbor Lakes or the Association.

e. Notwithstanding the above, Lot Owners of Lots located within the Property shall not be obligated for costs of any insurance on Dwelling Units or improvements located on Lots other than their own, except to the extent that such improvements are in fact owned by the Association and used or available for the benefit of all Lot Owners.

4. Reconstruction of Buildings or Improvements.

Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Association Property damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvements so damaged shall be an Operating Expense, provided same shall be the subject of a Special Assessment and the Association Board will levy a Special Assessment for the funds necessary to pay such Operating Expense within ninety (90) days from the date such damage was incurred. The Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County any such funds collected by Special Assessment and all insurance proceeds collected by the Association so that the funds on deposit will equal the costs of repair, replacement, construction or reconstruction of the damaged improvements, and the Association shall go forward with all deliberate speed so that such repair, replacement, construction, or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction then any excess shall be held by the Association for the use of the Association unless the Lot Owners of at least seventy-five (75%) percent of the Lots then in existence shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless the Institutional Mortgagees holding at least seventy-five (75%) percent (by number and not by unpaid amount thereof) of the first mortgages of record encumbering Lots have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Lots and the required approval of the Institutional Mortgagees are received, such excess shall be

distributed to the Lot Owners and the Institutional Mortgagees holding mortgages encumbering the said Lots as their respective interests may appear, in the same ratio as a Special Assessment would have been levied if all Lots at the time the aforesaid written consent giving rise to such distribution (including, but not limited to, the Lots owned by Developer) were to be included in such Special Assessment. The Association, as a condition of distribution of the excess insurance proceeds, may require any Lot Owner and/or Institutional Mortgagee holding a mortgage encumbering any Lot to execute an instrument indemnifying the Association ("Indemnity Instruments") from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Associations' attorneys through and including all appeals and whether or not suit be instituted) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Assessments as well as insurance proceeds, then, if after completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Lot Owners by means of a distribution pro rata in accordance with the collection of that Special Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provision of this Paragraph D and the provisions of any Institutional Mortgagee's mortgage now or hereafter encumbering any damaged Association Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

5. Maintenance, Repair and Replacement.

Any and all expenses necessary to (i) maintain and preserve the landscaped, grassed and open and natural portions of the Association Property or Common Area, including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; and (ii) operate, maintain, preserve and protect the portions of the Association Property and Common Area designated or used for water management and drainage and retention purposes, including all costs of chemically treating the waters of such areas, controlling water levels and maintaining and operating any improvements and amenities established within any such areas; and (iii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Association Property (including docks) in a manner consistent with the development of Arbor Lakes and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, county and/or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iv) maintain,

repair and replace all streets, roadways, and street signs installed or placed on any of the Association Property by Developer or the Association which are not maintained, repaired and replaced by the County or other applicable governmental body or agency, but are used by or benefit the Lot Owners; and (v) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Developer or the Association within the Property constituting signs and entry features for Arbor Lakes or any part thereof; and (vi) maintain and operate any street lights within or adjacent to the streets and roads within Arbor Lakes including, but not limited to, all charges of any utility company providing electric service for such street lights and costs for repair or replacement of damaged street lights to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing service with respect thereto.

B. Administrative and Operational Expenses.

The costs of administration of the Association in the performance of its functions and duties under the Arbor Lakes Governing Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or any otherwise-related entity of Developer) to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Arbor Lakes Governing Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

C. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and the improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, set-back requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Operating Expense.

D. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property and improvements thereof and thereon, and from and against all costs, expenses, attorney's fees (including, but not limited to, all trial and appellate levels and whether or

not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered thereon, except such damages as may occur as the result of Developer's willful act or gross negligence. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Arbor Lakes Governing Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Arbor Lakes Governing Documents to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Paragraph shall be an Operating Expense.

E. Failure or Refusal of Unit Owners to Pay Assessments.

Funds needed for Operating Expenses due to the failure or refusal of Dwelling Unit Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Developer.

F. Extraordinary Items.

Extraordinary items of expense under the Arbor Lakes Governing Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Lots owned by Developer.

G. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Arbor Lakes Governing Documents, must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Members of the Association, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Common Area or Association Property which was destroyed, damaged, or deteriorated, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

H. Costs of Reserves.

The funds necessary to establish reserve funds (the "Reserves") for depreciation and/or deferred maintenance of the Association Property or any such Property or improvements for which the Association is responsible, including but not limited to that

additional maintenance which may be required in Units III and IV, and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The reserves shall be deposited in a separate account. (For example, the reserves collected for deferred maintenance of common areas in all four units shall be maintained in an account separate from reserves collected for the deferred, exterior maintenance of villa homes in Units III and IV, since the reserves collected for this particular purpose will only be paid by the lot owners in Units III and IV.) The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

I. Miscellaneous Expenses.

The costs of all items or expenses pertaining to or for the benefit of the Association or the Association Property, or any part thereof, or the Common Areas not herein specifically enumerated and which are determined to be appropriate items of Operating Expense by the Board shall be an Operating Expense.

J. 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 or practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida water Management District.

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

ARTICLE IX
LOT LINES

A. Lots.

Each Lot shall, for all purposes, constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Subject to the provisions of this Declaration, each Lot shall include all improvements constructed on any Lot which were constructed in accordance with the design criteria established by the plan of the architect designing the Dwelling Unit or where approved by the Board or its designated representative. Such improvements shall be deemed a part of the Lot. The boundaries of each Lot are shown on the Plat as recorded in the Public Records of the County. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all the right, title and interest of a Lot Owner in the use of the Common Area, which shall include but not be limited to membership in the Association. The Common Area is all lands outside of a Lot (except for any Commercial Area so designated on the Plats of Arbor Lakes - Units I, II, III and IV) as designated on the above-referenced Plats of Arbor Lakes, which Plats are made a part hereof and incorporated herein by reference. The Lot line is a line established by a specific dimension.

ARTICLE X
ADDITIONS TO THE PROPERTY

A. Additions.

Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Paragraph B of this Article X and made subject to all the terms of this Declaration as if part of Arbor Lakes as though initially included within the terms hereof, provided such is done as otherwise set forth herein.

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 Arbor Lakes in the manner hereinafter set forth, neither any additional land nor any other real property owned by the Developer or any other person or party whomsoever shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Article X, is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the terms "Arbor Lakes" and "Property" as used in this Declaration. Notwithstanding anything to the contrary contained in this Paragraph A, the Developer does not commit to, warrant or represent that any such additional development shall occur or that, if it does occur, that such development will be part of Arbor Lakes.

B. General Provisions Regarding Additions to Arbor Lakes.

Any additions to Arbor Lakes must be approved by the vote in person or by proxy of at least 75% of the membership of the Association at a duly constituted meeting of the Association called for that purpose after notice to all members.

1. Additions to Arbor Lakes authorized under Paragraph A of this Article X shall be made by the Developer and the Association filing in the Public Records of the county an Amendment to this Declaration with respect to the additional land, extending the scheme of the covenants and restrictions of this Declaration to such land. Such Amendment must be executed by the Association and the Developer and shall not require the joinder or consent of Association members. Such Amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the land then being added or permitted use thereof. In no event, however, shall such Amendment revoke, modify or add to the covenants established by this Declaration as such affect the Common Areas to the detriment of existing owners.

2. No addition of land to Arbor Lakes shall revoke or diminish the rights of the Owners previously made part of Arbor Lakes to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to Arbor Lakes the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as an Owner as provided in this Declaration.

3. Nothing contained in this Article X shall obligate the Developer to make any additions to Arbor Lakes.

C. General Provisions Regarding Withdrawals From Arbor Lakes.

In the event Developer has added additional lands to Arbor Lakes pursuant to Paragraph B of this Article X (hereinafter "Added Lands") and subsequent to such addition, but before conveyance of any portion of said Added Lands to a third party, Developer wishes to remove all or any portion of such Added Lands from Arbor Lakes, Developer may remove such lands by the recording of an Amendment to this Declaration removing such lands under the same terms and conditions and with the same rights and privileges as applied to the addition of lands as set forth in Paragraph B of this Article X.

D. Voting Rights of the Developer as to Added Lands.

The Developer shall have no voting rights as to any "additional" land until such land is actually added to the Property in accordance with the provisions of this Article X. Upon such land or portion thereof being added to the Property, the Developer shall

have voting rights as to the Lots thereof as is provided by Article IV of this Declaration.

E. Assessment Obligation of the Developer as to Added Lands.

The Developer shall have the assessment obligation as to the "additional" land or any portion thereof until such land or portion thereof is actually added to the Property in accordance with the provisions of Article VI, (F) and Article VII, (B) hereof. At such time, the Developer shall have, as to such Added Land, the assessment obligation set forth herein.

F. Voting Rights of Owners Other Than the Developer as to Added Lands.

Any Added Lands added to the Property which are owned by Owners other than the Developer shall be entitled to voting rights identical to those granted by Article IV of this Declaration to other Lot Owner.

G. Assessment Obligation of Owners Other Than the Developer as to Added Lands.

Any Lots added to the Property shall be subject to assessments including, but not limited to, Operating Expenses and Special Assessments, in accordance with the terms and provisions of this Declaration in the same manner as all other Lot Owners within the Property.

H. General Provisions Regarding Added Lands.

The Developer, its successors and assigns upon approval of the Board of Directors of the Association shall have the , right to use any portion of the Common Area or Association Property for the purpose of showing, demonstration, marketing, sale or promotion of any Added Lands including, use for travel over and across such property for access, ingress and egress or for the placement of utilities or any amenity useful or necessary including the establishment of appropriate easements, which, in the judgment of the Board of Directors and developer, are necessary to the operation, maintenance, development and establishment of any Added Lands. Provided, however, it shall not be construed hereby that any such use or reservation shall be reserved in any Dwelling Unit, other than those owned by the Developer.

ARTICLE XI
ASSESSMENT OF FINES, LIENS, PROCEDURE

A. With respect to any violation by any Lot Owner, Dwelling Unit Owner, their successors, assigns, invitees, guests, lessees, or licensees, of these Restrictions and any of the terms, covenants, and obligations set forth herein, the Board shall have the absolute

and irrevocable right to establish, levy and assess a fine for each violation, which fine shall not be in excess of ONE HUNDRED DOLLARS (\$100.00) per day, and which fine shall be and constitute an obligation of the Lot Owner and Dwelling Unit Owner and shall become a lien upon the Lot upon the recording of such Claim of Lien as previously provided for the failure of payment of assessments. Such lien shall attach to the Dwelling Unit and the Lot until paid. Said lien shall be foreclosable in the same manner as a lien for Operating Expenses and Assessments.

B. In the event that the Board desires to assess and levy such a fine, then the Board or the Hearing Committee appointed by the Board shall give notice to the Lot Owner or Dwelling Unit Owner responsible for the infraction at the address of the Dwelling Unit or the Lot, as the case may be, which notice shall be sent by certified or registered mail, return receipt requested, postage prepaid, identifying the infraction and advising the Lot Owner or Dwelling Unit Owner of the time, date and place at which the Lot Owner or Dwelling Unit Owner can appear and show cause why he should not be levied such a fine. The notice shall further state the amount of the fine intended to be levied and such reasonable details of the infraction such that the Lot Owner or Dwelling Unit Owner can be apprised of the infraction.

At such time designated to show cause why a fine should not be imposed, the Board designated Hearing Committee shall hear such testimony as might be presented by the Lot Owner or Dwelling Unit Owner and all persons and information which may establish the infraction. After the hearing of such testimony in order for a fine to be imposed, the Board designated Hearing Committee must agree by a majority vote as to the assessment and the amount of the fine. The ruling of the Board designated Hearing Committee shall be considered final and the fine shall be due and payable within ten (10) days of said ruling or the Board shall have the right to file a Claim of Lien against the Lot and foreclose in accordance with the procedures customarily used in foreclosing a lien of a mortgage.

ARTICLE XII

GENERAL PROVISIONS

A. Lawful Use of Property.

Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to the Property and any improvements thereon or the use thereof and no illegal or immoral purpose or use shall be permitted on the Property.

B. Incorporation of Arbor Lakes Governing Documents.

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Arbor Lakes Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Arbor Lakes Governing Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Arbor Lakes Governing Documents.

C. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (ii) the Association, at 4215 N. Lake Vista Trail, Hernando, FL 34442 such address as the Association shall hereinafter notify the Owners of in writing; and (iii) Developer at such address or addresses as Developer shall hereinafter notify the Association of in writing, with such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

The failure of the Association to send any such notice to any such Institutional Mortgagees shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

D. Easements.

An easement shall exist for pedestrian traffic over, through and across sidewalks, roadways, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Areas as may be from time to time paved and/or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Lot Owners and Dwelling Unit Owners of the Property, and those claiming by, through or under the aforesaid Lot Owners and/or Dwelling Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Areas except to the extent that the space may be specifically

designated and assigned for parking purposes or vehicular traffic and further, it is provided nothing herein shall be construed to give or create in the public any right for ingress, egress, access or parking. There is further reserved by the Developer, and established for the benefit of the Developer and the Owners, such easements as are necessary to periodically establish through the Common Areas, roadways and other systems, utilities, including the placement of meters on Lots and Dwelling Units, water, sewer and other easements of whatever nature or kind that are designed for the use and benefit of the Property and the Lot Owners and Dwelling Unit Owners located therein. There is hereby dedicated an easement for ingress, egress and access to the public ways, in favor of and for the benefit of Tracts "A" and "B" as shown on the Plat and as depicted in Exhibit "A" attached hereto and incorporated herein, over and across that portion of the roadway shown on the Plat and lying between Tracts "A" and "B". Developer hereby specifically acknowledges that Tracts "A" and "B" as shown on the Plat of Arbor Lakes - Unit I are not part of the Property governed by this Declaration. The entryway monuments constructed on said Tracts "A" and "B" are owned by the Developer and the Developer hereby reserves the right to alter said berms or monuments at any time. The landscape berms and entry way monuments constructed on said Tracts "A" and "B" are owned by the Developer and the Developer hereby reserves the right to alter said berms.

E. Enforcement.

The covenants and restrictions herein contained or contained in any of the Arbor Lakes Governing Documents shall run with the land set forth on Composite Exhibit "A" and may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction, or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right to such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

F. Captions, Headings and Titles.

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and shall in no way define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

G. Attorneys' Fees.

Any provision in this Declaration for the collection or

recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability.

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Subordination.

Developer and the Association agree that their respective interests as provided in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Property and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of the Property. While the provisions of this paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

J. Amendment and Modification.

The process of amending or modifying this Declaration shall be as follows:

1. Until the "Turnover Date", all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith, if requested by Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. Except as provided in Subparagraph 3 of this Paragraph - J, after the Turnover Date, this Declaration may be amended (i) by the consent of the Owners of fifty-one percent (51%) of all Lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by

a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other non-material changes may be made by Developer alone until the Turnover Date and the Board thereafter, without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association, or of any Institutional Mortgagees under this Declaration or any other of the Arbor Lakes Governing Documents without the specific written approval of such Developer, Association, or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing Common Areas or Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

5. A true copy of any amendment to this Declaration shall be sent via hand delivery or certified mail (herein called the "Mailing") by the Association to Developer, and to all Institutional Mortgagees requesting notice pursuant to Paragraph C of this Article XII. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County; however, the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Institutional Mortgagees.

K. Term.

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses, shall run with and bind all portions of the Property and inure to the benefit of Developer, the Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such

ninety-nine (99) year term, or any such ten (10) year extension, there is recorded amongst the Public Records of the County an instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Lots and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

L. Surface Water Management.

(i) No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(ii) Any amendment to this Amended and Restated Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I, II, III and IV which affects the surface water management system facilities or the operation and maintenance of the surface water management facilities shall have the prior written approval of the Southwest Florida Water Management District.

(iii) The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties against the Developer or the Association after turnover of control by the Developer to compel it to correct any outstanding legal deficiencies of the surface water management system facilities.

IN WITNESS WHEREOF, this Amended Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units I and II and Declaration of Protective Covenants and Restrictions for Arbor Lakes - Units III and IV has been signed by Developer and the Association on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered
in the presence of:

ARBOR LAKES PARTNERSHIP, a
Florida general partnership

By: ARBOR LAKES
INVESTMENTS, INC., a Florida
corporation, General Partner

Paula C. Manning
Witness
Paula C. Manning
Printed Name

Marvin T. Chancey, Jr.
MARVIN T. CHANCEY, JR.,
Vice President

Diana P. Logue
Witness
Diana P. Logue
Printed Name

By: ARBOR LAKES DEVELOPMENT
CORP., a Florida corporation,
General Partner

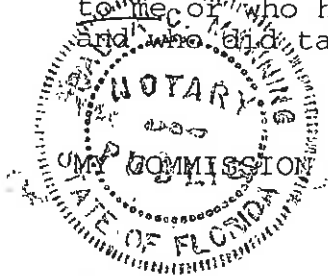
Paula C. Manning
Witness
Paula C. Manning
Printed Name

Marvin T. Chancey, Jr.
MARVIN T. CHANCEY, JR.,
President

Diana P. Logue
Witness
Diana P. Logue
Printed Name

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 29th day of June, 2004, by **MARVIN T. CHANCEY JR.**, as Vice President of ARBOR LAKES INVESTMENTS, INC., a Florida corporation, a General Partner of ARBOR LAKES PARTNERSHIP, who is personally known to me or who has produced _____ as identification and who did take an oath.



MY COMMISSION EXPIRES:

Paula C. Manning
NOTARY PUBLIC



Paula C Manning
My Commission DD242643
Expires October 06, 2007

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 29th day of June, 2004, by **MARVIN T. CHANCEY JR.**, as President of ARBOR LAKES DEVELOPMENT CORP., a Florida corporation, a General Partner of ARBOR LAKES PARTNERSHIP, who is personally known to me or has produced _____ as identification and who did take an oath.



MY COMMISSION EXPIRES:

Paula C. Manning
NOTARY PUBLIC



Paula C Manning
My Commission DD242643
Expires October 06, 2007

INDEX OF EXHIBITS

*AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
ARBOR LAKES-UNITS I, II, III & IV*

- I. INDEX OF EXHIBITS*
 - A. Legal Description of all property*
 - B. Articles of Incorporation*
 - C. Bylaws*
 - D. Amended Articles*
 - E. Amended Bylaws*

DESCRIPTION FOR A INGRESS/EGRESS EASEMENT FROM STATE ROAD 200 TO THE PARKING FACILITY WITHIN ARBOR LAKES SUBDIVISION:


A TRACT OF LAND SITUATED IN SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA; THENCE RUN N.88°44'47"W., ALONG THE SOUTH LINE OF THE N.E. 1/4 OF SECTION 14, 888.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (100' R/W); THENCE RUN N.04°32'51"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, 475.02 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE POINT OF CURVATURE OF A ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°41'19", A CHORD BEARING AND DISTANCE OF N.37°47'49"E., 33.88 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 36.95 FEET TO THE POINT OF REVERSE CURVATURE OF A ARC CONCAVE NORTHWESTERLY HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 41°27'52", A CHORD BEARING AND DISTANCE OF N.58°24'32"E., 173.48 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 177.30 FEET TO THE POINT OF REVERSE CURVATURE OF A ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 149.78 FEET, A CENTRAL ANGLE OF 51°29'48", A CHORD BEARING AND DISTANCE OF N.84°25'30"E., 130.13 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 134.82 FEET TO THE POINT OF TANGENCY; THENCE RUN S.89°48'38"E., 72.30 FEET TO THE POINT OF CURVATURE OF A ARC CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°18'48", A CHORD BEARING AND DISTANCE OF S.47°11'14"E., 33.87 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 37.21 FEET; THENCE RUN N.85°27'09"E., 50.00 FEET; THENCE RUN N.04°32'51"W., 257.84 FEET TO THE POINT OF CURVATURE OF A ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°43'15", A CHORD BEARING AND DISTANCE OF N.42°48'47"E., 38.78 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 41.33 FEET TO THE POINT OF TANGENCY; THENCE RUN S.88°48'38"E., 9.18 FEET; THENCE RUN N.00°10'24"E., 105.00 FEET TO THE POINT OF CURVATURE OF A ARC CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 80°00'00", A CHORD BEARING AND DISTANCE OF N.29°49'38"W., 50.00 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 52.38 FEET; THENCE RUN N.00°10'24"E., 8.70 FEET TO THE SOUTHERLY BOUNDARY OF THE PARKING FACILITY; THENCE N.89°48'38"W., ALONG SAID SOUTHERLY BOUNDARY, 50.00 FEET; THENCE RUN S.00°10'24"W., 8.70 FEET TO A ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 85°48'57", A CHORD BEARING AND DISTANCE OF S.17°17'35"W., 68.05 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 74.84 FEET TO THE POINT OF REVERSE CURVATURE OF A ARC CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°02'22", A CHORD BEARING AND DISTANCE OF S.15°04'02"E., 9.13 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 9.18 FEET TO THE POINT OF TANGENCY; THENCE RUN S.04°32'51"E., 233.19 FEET TO THE POINT OF CURVATURE OF A ARC CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°43'15", A CHORD BEARING AND DISTANCE OF S.42°48'46"W., 38.78 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 41.33 FEET TO THE POINT OF TANGENCY; THENCE RUN N.89°48'38"W., 88.17 FEET TO THE POINT OF CURVATURE OF A ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 243.29 FEET, A CENTRAL ANGLE OF 49°23'07", A CHORD BEARING AND DISTANCE OF S.85°28'51"W., 203.27 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 209.70 FEET TO THE POINT OF REVERSE CURVATURE OF A ARC CONCAVE NORTHWESTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 33°34'38", A CHORD BEARING AND DISTANCE OF S.57°34'38"W., 89.54 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 90.83 FEET TO THE POINT OF REVERSE CURVATURE OF A ARC CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101°05'14", A CHORD BEARING AND DISTANCE OF N.55°05'28"W., 38.81 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 44.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200, (100' R/W); THENCE RUN S.04°32'51"E., ALONG SAID RIGHT OF WAY LINE, 141.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.50 ACRES MORE OR LESS.

SHEET 2 OF 2

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THE PLAT AND DESCRIPTION ABOVE IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED AND MEETS THE ESTABLISHED MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


GARY L. MILAM P.S.M. #5058
MILAM LAND SURVEYING, INC., L.B. #6802
2102 N.E. 3rd STREET
OCALA, FLORIDA 34470
(352) 622-7224

ARBOR LAKES PARKING FACILITY
CLIENT INGRESS/EGRESS EASEMENT
DATE 01/30/02
JOB NO. 02-019
BOOK NO. N/A
DRAWN BY GM

EXHIBIT "A"

DESCRIPTIVE SKETCH

LEGAL DESCRIPTION

A LEGAL DESCRIPTION OF A MAINTENANCE EASEMENT OF A PORTION OF TRACT B, ARBOR LAKES - UNIT I, PLAT BOOK 15, PAGES 75 THROUGH 79, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA (PLANTER AREAS)

BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, ARBOR LAKES - UNIT I, RECORDED IN PLAT BOOK 15, PAGES 75 THROUGH 79, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID CORNER ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200; THENCE NORTH 04°32'51" WEST ALONG THE WESTERLY BOUNDARY OF SAID TRACT B SAID WESTERLY BOUNDARY ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 A DISTANCE OF 272.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY NORTH 04°32'51" WEST A DISTANCE OF 563.83 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT OF WAY LINE NORTH 85°27'09" EAST A DISTANCE OF 85.00 FEET; THENCE SOUTH 14°12'01" EAST A DISTANCE OF 250.95 FEET TO A POINT IN THE CENTERLINE OF EAST ARBOR LAKES DRIVE AS SHOWN ON THE AFORESAID PLATS; THENCE DEPARTING SAID CENTERLINE SOUTH 03°01'38" WEST A DISTANCE OF 155.00 FEET; THENCE SOUTH 88°58'22" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 03°01'38" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 88°58'22" WEST A DISTANCE OF 12.00 FEET; THENCE SOUTH 03°01'38" WEST A DISTANCE OF 152.22 FEET; THENCE SOUTH 85°27'09" WEST A DISTANCE OF 85.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 1.38 ACRES OF LAND, MORE OR LESS

SAVING AND EXCEPTING THEREFROM ALL THAT PORTION OF THE AFORESAID EAST ARBOR LAKES DRIVE AS RECORDED IN PLAT BOOK 15, PAGES 75 THROUGH 79, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA WHICH LAY WITHIN THE BOUNDARIES OF THE EASEMENT HEREIN DESCRIBED.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 86°58'22" E	12.00'
L2	S 03°01'38" W	12.00'
L3	N 86°58'22" W	12.00'

LEGEND

- △ : DESCRIPTIVE POINT
- (D) : DIMENSION DERIVED FROM PLAT INFORMATION
- (U) : DIMENSION DERIVED FROM DESCRIPTION INFORMATION
- (M) : DIMENSION DERIVED FROM FIELD MEASURED INFORMATION
- (C) : COMPUTED DATA
- P.C. : POINT OF CURVATURE
- P.T. : POINT OF TANGENCY
- PLS : PROFESSIONAL LAND SURVEYOR
- CL : CENTERLINE
- OR : OFFICIAL RECORD BOOK
- P : PAGE
- PCP : PERMANENT CONTROL POINT
- PRM : PERMANENT REFERENCE MONUMENT
- POC : POINT OF COMMENCEMENT
- POB : POINT OF BEGINNING
- PROCF : PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

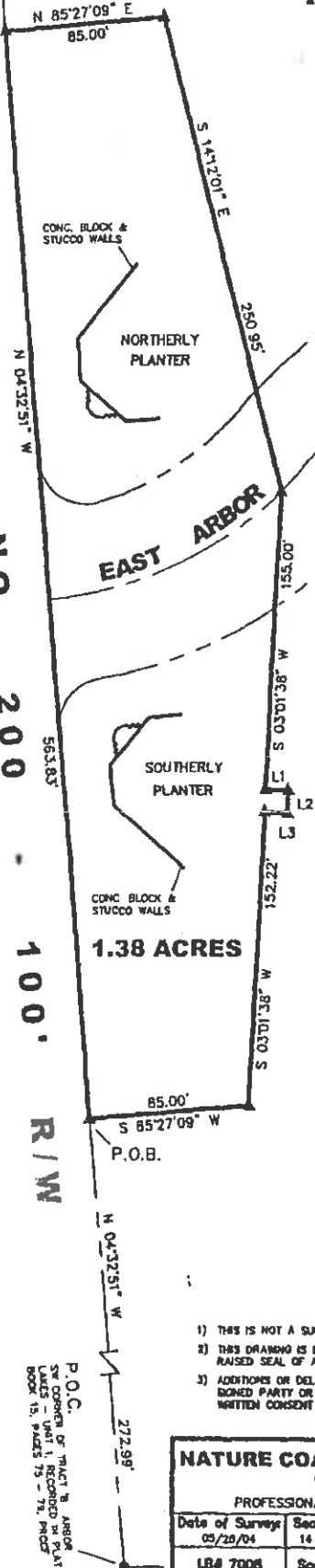
WILLIAM C. LANIGAN
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER (3951)

5/28/14
DATE

P.O.C.
SW CORNER OF TRACT B, ARBOR LAKES - UNIT I, RECORDED IN PLAT BOOK 15, PAGES 75 - 79, PAGE 75

TRACT B

STATE ROAD NO. 200 - 100' R/W



LAKES DRIVE

EAST ARBOR

SOUTHERLY PLANTER

1.38 ACRES

TRACT B

NOTES

- 1) THIS IS NOT A SURVEY
- 2) THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

NATURE COAST LAND SURVEYING, INC.
WILLIAM C. LANIGAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 3951

Date of Survey: 05/28/14	Sec. Twp. Rgn. 14 18S 19E	Job No.: 41007	SHEET 1 OF 1
LB# 7008	Scale: 1"=80'	Drawn By: DSM	Field Bk./Page 281/35
1807 HIGHWAY 44 WEST, INVERNESS, FLORIDA 34453			
TELEPHONE 352-860-2628		FAX 352-860-2630	

EXHIBIT A

EXHIBIT "A"

ARBOR LAKES

Lots 1 to 4 inclusive Block A; Lots 1 to 8 inclusive Block B; Lots 1 to 35 inclusive Block C; Lots 1 to 27 inclusive Block D; Lots 1 to 14 inclusive Block E; Lots 1 to 27 inclusive Block F; Lots 1, 31 and 32 Block H; Lots 1, 2 and 28 Block I; Lots 1 and 23 Block J; Lots 1 and 24 Block K; Lots 8 to 14 inclusive Block M; Lots 1 to 28 inclusive Block N; Lots 1 to 14 inclusive Block O; Lots 1 to 16 inclusive Block P; Lots 1 to 19 inclusive Block Q; Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, and Parcel G in accordance with the plat of ARBOR LAKES - UNIT I as recorded in Plat Book 15 Pages 75 to 79 inclusive of the public records of Citrus County, Florida.

BK 14 | 6 PG 11 75

26011R28 PM 1:05

"A" LIBHX3
EXHIBIT

"A" LIBHX3

LEGAL DESCRIPTION:

DESCRIPTION FOR ARBOR LAKES-UNIT IV, A PLANNED UNIT DEVELOPMENT:
A TRACT OF LAND SITUATED IN SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST; CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA; THENCE RUN N00°21'07"E, ALONG THE EASTERLY BOUNDARY OF APACHE SHORES, UNIT 7, AS PER PLAT BOOK 4, PAGE 114, 922.63 FEET; THENCE RUN N80°13'26"E, ALONG THE SOUTHERLY BOUNDARY OF APACHE SHORES, UNIT 8, AS PER PLAT BOOK 4, PAGE 115, 484.02 FEET TO THE WESTERLY BOUNDARY OF ARBOR LAKES - UNIT III (A PLANNED UNIT DEVELOPMENT); THENCE RUN S09°46'01"E, 110.00 FEET; THENCE RUN S28°59'06"W, 64.37 FEET; THENCE RUN S00°22'01"W, 842.33 FEET; THENCE RUN S65°23'11"E, 44.19 FEET TO THE SOUTHERLY BOUNDARY OF ARBOR LAKES UNIT III; THENCE RUN S00°20'04"W, 49.98 FEET; THENCE RUN S56°34'17"W, 120.36 FEET; THENCE RUN S00°23'37"W, 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 36°28'20", A CHORD BEARING AND DISTANCE OF S17°50'33"E, 97.01 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 98.67 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S70°21'56"W, 51.59 FEET; THENCE RUN N89°39'30"W, 231.71 FEET; THENCE RUN S78°15'43"W, 51.23 FEET; THENCE RUN N89°49'39"W, 104.83 FEET; THENCE RUN N00°15'38"E, 218.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CAMPIRE COURT; THENCE RUN S89°52'08"E, 255.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N. LAKE VISTA TRAIL; BEING ON AN ARC CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 21°37'29". A CHORD BEARING AND DISTANCE OF N31°23'24"E, 58.15 FEET; THENCE RUN N89°50'54"W, 285.40 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 554.163 SQUARE FEET, OR 12.72 ACRES, MORE OR LESS.



BK 14 | 6PGN | 78

2001 MAR 28 PM 1:05

"A" LIBHX3

LEGAL DESCRIPTION:

DESCRIPTION FOR ARBOR LAKES-UNIT IV, A PLANNED UNIT DEVELOPMENT;
A TRACT OF LAND SITUATED IN SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST; CITRUS
COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA; THENCE
RUN N00°21'07"E, ALONG THE EASTERLY BOUNDARY OF APACHE SHORES, UNIT 7, AS PER PLAT
BOOK 4, PAGE 114, 922.63 FEET; THENCE RUN N80°13'26"E, ALONG THE SOUTHERLY BOUNDARY
OF APACHE SHORES, UNIT 8, AS PER PLAT BOOK 4, PAGE 115, 484.02 FEET TO THE WESTERLY
BOUNDARY OF ARBOR LAKES - UNIT III (A PLANNED UNIT DEVELOPMENT); THENCE RUN S09°46'
01"E, 110.00 FEET; THENCE RUN S28°59'06"W, 64.37 FEET; THENCE RUN S00°22'01"W, 842.33
FEET; THENCE RUN S65°23'11"E, 44.19 FEET TO THE SOUTHERLY BOUNDARY OF ARBOR LAKES
UNIT III; THENCE RUN S00°20'04"W, 49.98 FEET; THENCE RUN S56°34'17"W, 120.36 FEET; THENCE
RUN S00°23'37"W, 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY
HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 36°28'20", A CHORD BEARING AND
DISTANCE OF S17°50'33"E, 97.01 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 98.67 FEET TO
A POINT ON A NON-TANGENT LINE; THENCE RUN S70°21'56"W, 51.59 FEET; THENCE RUN N89°39'
30"W, 231.71 FEET; THENCE RUN S78°15'43"W, 51.23 FEET; THENCE RUN N89°49'39"W, 104.83 FEET;
THENCE RUN N00°15'38"E, 218.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CAMPFIRE COURT;
THENCE RUN S89°52'08"E, 255.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N. LAKE VISTA
TRAIL; BEING ON AN ARC CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE
OF 21°37'29", A CHORD BEARING AND DISTANCE OF N31°23'24"E, 58.15 FEET; THENCE RUN
N89°50'54"W, 285.40 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 554,163 SQUARE FEET, OR 12.72 ACRES, MORE OR LESS.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereafter amended from time to time;

(i) The Corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Corporation or to any other private individual. The Corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office;

(j) The Corporation shall have no capital stock.

ARTICLE V

MEMBERSHIP

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners with the exception of the Declarant and 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever earlier occurs (which event shall be referred to in the Declaration as the "Turnover Date"):

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

2. When seventy-five (75) percent of the Lots have been conveyed to Owners, other than Declarant; or

3. Seven (7) years following conveyance of the first Lot by Declarant to an Owner; or

4. When the Declarant waives in writing its right to Class B membership.

Each Lot Owner shall automatically be a member of the Association and, upon the filing with the Association of the Voting Member Designation Certificate contemplated by the Declaration, an Owner of more than one (1) lot shall be entitled to a vote for each Lot owned. Membership shall be acquired by recording in the Public Records of the County within which the land is situate, a Deed or other instrument establishing record title to the Lot in Arbor Lakes. The Owner thus designated in the Deed or instrument becomes a member of the Association and the membership of the prior Owner is thereby terminated.

Notwithstanding anything set forth herein to the contrary until the turnover of the Association to Owners other than the Developer as provided above the Developer shall always have control of the Board of Directors and shall be entitled to vote at least two (2) or three (3) members (as the case may be) to that Board.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be increased to five by vote of the Board. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESSES</u>
Marvin T. Chancey, Jr.	2510-A West Bay Dr., Largo, Florida
James M. King	2510-A West Bay Dr., Largo, Florida
Hermann Flachsmann	2510-A West Bay Dr., Largo, Florida

At the first annual meeting the members shall elect three directors for a term of one year. At each annual meeting after the first year the members shall elect three directors for a term of one year.

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

Provided, however, that no Amendment shall make any changes in the qualification for membership nor the voting rights of the

members, nor any change in Article V, without approval in writing by all members and the joinder of all record owners of mortgages in Arbor Lakes and until turnover with the written approval of the Developer. No amendments shall be made without the written approval of the Developer if such Amendments shall cause an assessment of the Developer as a Lot Owner for capital improvements, constitute an action that would be detrimental to the sales of lots by the Developer or any of its dwelling units, or any other such action which would inhibit, impair or otherwise preclude the rights reserved to the Developer by way of the Declaration of Protective Covenants and Restrictions.

ARTICLE X

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

ARTICLE XI

REGISTERED AGENT

The Association hereby appoints Marvin T. Chancey, Jr., located at 2510-A West Bay Drive, Largo, Florida, 34640, as its registered agent to accept service of process within the state.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the under-

BR0973Pg0212

signed constituting the incorporators of this Association, have executed these Articles of Incorporation this 12 day of November, 1991.

As witnessed by:

Daniel D. Halmes

MARVIN T. CHANCEY, JR.

Thomas J. Shockey

JAMES M. KING

Herbert A. ...

HERMANN FLACHSMANN

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARVIN T. CHANCEY, JR., JAMES M. KING, and HERMANN FLACHSMANN, who have produced drivers licenses as identification, and are known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of November, 1991.

NOTARY PUBLIC:

Sign:

Roger A. Watson

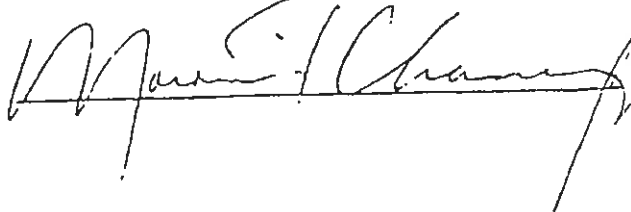
My Commission Expires: 1/28/96

RAL-6/ARB.INC-4

BRU 1 JTB 02 13

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated Association at the place designed in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

 (SEAL)

RAL/cjb
"RAL-6"/ARB.INC-4

BK09:J3R6U214

EXHIBIT "B"

EXHIBIT "A"

ARBOR LAKES

Lots 1 to 4 inclusive Block A; Lots 1 to 8 inclusive Block B; Lots 1 to 35 inclusive Block C; Lots 1 to 27 inclusive Block D; Lots 1 to 14 inclusive Block E; Lots 1 to 27 inclusive Block F; Lots 1, 31 and 32 Block H; Lots 1, 2 and 28 Block I; Lots 1 and 23 Block J; Lots 1 and 24 Block K; Lots 8 to 14 inclusive Block M; Lots 1 to 28 inclusive Block N; Lots 1 to 14 inclusive Block O; Lots 1 to 16 inclusive Block P; Lots 1 to 19 inclusive Block Q; Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, and Parcel G in accordance with the plat of ARBOR LAKES - UNIT I as recorded in Plat Book 15 Pages 75 to 79 inclusive of the public records of Citrus County, Florida.

Exh. Arb

017001016040

EXHIBIT "B"

BY-LAWS
OF
ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2510-A West Bay Drive, Largo, Florida 34640, but meetings of members and directors may be held at such places within the State of Florida, County of Citrus, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Arbor Lakes Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Citrus County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third ($\frac{1}{3}$) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The Board may be increased to five (5) on the vote of the Board.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year. At each annual meeting thereafter the members shall elect three directors for a term of three years. If the Board is increased to five members, then two members shall serve for one year and three members shall serve for two years for the first term. At the end of each term thereafter, board members shall be elected for a two-year term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

EXHIBIT "C"

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

EXHIBIT "c"

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed:

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

EXHIBIT "C"

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest or any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IX

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for

EXHIBIT "C"

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.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever earlier occurs (which event shall be referred to in the Declaration as the "Turnover Date"):

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

2. When seventy-five (75) percent of the Lots have been conveyed to Owners, other than Declarant; or

3. Seven (7) years following conveyance of the first Lot by Declarant to an Owner; or

4. When the Declarant waives in writing its right to Class B membership.

Except as otherwise provided in these By-Laws, the Articles of Incorporation or the Declaration, simple majority vote shall govern issues before the Board or Association, provided quorum requirements have been met.

ARTICLE X

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of

three (3) Directors, who need not be members of the Association. The number of directors may be changed to five by vote of the Board of Directors. Any further increase in the size of the Board shall be by Amendment of these By-Laws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Marvin T. Chancey, Jr.
James M. King
Hermann Flachsmann

ARTICLE XI

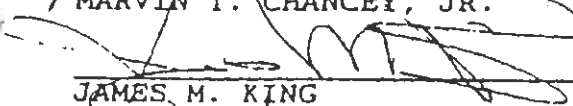
AMENDMENTS TO BY-LAWS


Amendment of these By-Laws shall require the assent of 75 percent (75%) of the entire membership. Provided, however, that no Amendment shall make any changes in the qualification for membership nor the voting rights of the members, nor any change in Article IX, without approval in writing by all members and the joinder of all record owners of mortgages in Arbor Lakes and until turnover with the written approval of the Developer. No amendments shall be made without the written approval of the Developer if such Amendments shall cause an assessment of the Developer as a Lot Owner for capital improvements, constitute an action that would be detrimental to the sales of lots by the Developer or any of its dwelling units, or any other such action which would inhibit, impair or otherwise preclude the rights reserved to the Developer by way of the Declaration of Protective Covenants and Restrictions.

EXHIBIT "C"

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these By-Laws this 12th day of November 1991.


MARVIN T. CHANCEY, JR.


JAMES M. KING


HERMANN FLACHSMANN

RAL/cjb
"RAL-6"/ARB, BYL-4

EXHIBIT "C"

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts the following Articles of Amendments to its Articles of Incorporation:

1. The name of the corporation is ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC.
2. The following articles are hereby amended as follows:

ARTICLE II

The principal office of the association is located at 4215 N. Lake Vista Trail, Hernando, FL 34442.

ARTICLE III

Marvin T. Chancey Jr., whose address is 4215 N. Lake Vista Trail, Hernando, FL 34442, is the current registered agent of the corporation.

ARTICLE IV
MEMBERSHIP

Class B The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever earlier occurs (which event shall be referred to in the Declaration as the "Turnover Date"):

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
2. When seventy-five (75) percent of the Lots have been conveyed to Owners, other than Declarant; or
3. When the Declarant waives in writing its right to Class B membership.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be increased to five by vote of the Board. The names and addresses of the persona who are to act in the capacity of

directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESSES</u>
MARVIN TO CHANCEY JR.	4215 N. Lake Vista Trail, Hernando, FL 34442.
JAMES M. KING	4215 N. Lake Vista Trail, Hernando, FL 34442.
HERMANN FLACHSMANN	4215 N. Lake Vista Trail, Hernando, FL 34442.

ARTICLE XI
REGISTERED AGENT

The Association hereby appoints Marvin T. Chancey Jr., located at 4215 N. Lake Vista Trail, Hernando, FL 34442, as its registered agent to accept service of process within the state.

3. These amendments were adopted on the 22nd day of March, 1999.

4. The amendments were duly approved by the shareholders in accordance with section 607.1006.

5. The amendments were adopted by the (Incorporators/board of directors) without shareholder action, such shareholder action not being required by the Florida Business Corporation Act.

Dated this 22nd day of March, 1999.

ARBOR LAKES PROPERTY OWNERS
ASSOCIATION, INC.

Marvin T. Chancey Jr.
MARVIN T. CHANCEY, JR.,
President

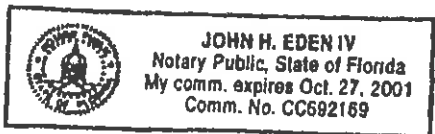
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 22nd day of March 1999, by MARVIN T. CHANCEY JR., as President of ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced N/A as identification and who did take an oath.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



[Signature]
Sign

EXHIBIT "D"

**Amended By-Laws
for
ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Arbor Lakes Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4215 N. Lake Vista Trail, Hernando, Florida 34442, but meetings of the members and directors may be held at such places within the State of Florida, County of Citrus, as may be designated by the Board of Directors

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Arbor Lakes Property Owners Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties recorded in the Office of the Clerk of the Circuit Court of Citrus County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. Fiscal year. The fiscal (operational) year shall be January 1 thru December 31.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meeting. The annual meeting of the members shall be held in the month of January. The Notice and Agenda shall be posted on the Clubhouse bulletin board at least five (5) working days prior to the meeting.

Section 2. Scheduled Meetings. Regular meetings of the membership shall be held each quarter, i.e., in January (the Annual Meeting of Section 1), April, July, and October. Notice of these meetings along with agendas shall be posted on the clubhouse bulletin board at least five (5) working days prior to the scheduled meeting. Notice of other meetings of members shall be announced at least 48-hours in advance by posting in the appropriate place in the Clubhouse.

EXHIBIT "E"

Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3. Meeting Notice. In addition to posting as noted in Sections 1 and 2 above, written notice of the scheduled dates of the Annual and Quarterly meetings for the upcoming year shall be mailed to the best known current address of each member. This notice may be included in the mailing of the proposed annual budget.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of twenty-five percent (25%) of all of the members who are entitled to vote. The business conducted at a special meeting is limited to the purpose described in the notice of the meeting. Notice shall be mailed as noted in Section 3.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of members entitled to vote shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, or the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting to another time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxy. At all meetings of members, each voting member may vote in person or by proxy. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 7. Conduct of Meetings. All meetings shall be conducted according to Robert's Rules of Order, latest edition.

ARTICLE IV BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than five (5) or more than nine (9) directors. The Developer shall be eligible to stand for election in accordance with Article V below.

Section 2. Term of Office. The elected term of office shall be two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. An officer of the Board may be removed from the position, but not from the Board, in the event of malfeasance or non-performance, and a replacement may be appointed from the Board and by the Board. In the event of death, or resignation of a Director, a successor shall be selected from the membership by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more members in good standing of the Association who shall be selected by the Chairperson. The Chairperson of the Nominating Committee shall be appointed by the Board of Directors 90-days prior to each annual meeting of the members, to serve until the close of such annual meeting. The Nominating Committee shall

EXHIBIT "E"

make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations from the floor will be accepted at the Board meeting scheduled to be held in the month prior to the annual meeting. All nominated candidates shall give their permission to have their name placed in nomination.

Section 2. Election. Election to the Board of Directors shall be in conjunction with the annual meeting, and shall normally be by written ballot. At such election members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Acclamation. If, after the nomination process is completed, should there be no more nominees than there are vacancies to be filled, the new directors may be elected by acclamation without the need for a written ballot.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the meeting shall be posted in the appropriate location in the Clubhouse.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three (3) directors, after not less than three (3) working days notice to each director. Emergency meetings may be held solely to address immediate action required in an emergency where three days notice would not be prudent.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. All meetings of the Board shall be open to the membership, with no less than 48-hours notice posted in the appropriate place in the clubhouse, except for executive sessions to discuss personnel matters.

Section 5. Minutes. Minutes of all meetings shall be taken and posted in the clubhouse within fourteen (14) working days of the meeting.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- A. Establish and execute Policies and Procedures;
- B. Adopt and publish additional rules and regulations governing the use of common areas and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for any infraction thereof;
- C. Authorize, establish, and set fines to be levied against members violating the Covenants and Restrictions, these Bylaws, and/or any Policies and Procedures duly adopted by the Board of Directors.
- D. Suspend the voting rights of a member and right to use of the recreational facilities during any period in which such member shall be in default in the payment of any

EXHIBIT "E"

assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

- E. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- F. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without prior explanation from three (3) consecutive regular meetings of the Board of Directors; and
- G. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment applicable to each Lot at least thirty (30) days in advance of each annual assessment period.
 - (2) Fix the amount of any special assessment that might be necessary to properly meet the obligations of the Association. Special assessments may be charged as recommended by the Board and approved by the membership. Notice of proposed assessments shall be posted at least 48-hours in advance of the meeting of the Board to finalize the matter.
 - (3) Send written notice of each special assessment to every Owner subject thereto at least seven (7) working days in advance of the assessment; and
 - (4) Execute the process and procedures for liens and foreclosure against any property.
- D. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- G. Cause the Common Area to be properly maintained.

ARTICLE VIII
OFFICERS

Section 1. The members of the Board shall elect a President, Vice-President (Financial Officer), and Secretary from the members of the Board.

Section 2. Officers shall serve for a term of one (1) year.

EXHIBIT "E"

ARTICLE IX
DUTIES OF THE OFFICERS

Section 1. President. The president will preside at all meetings of the board of directors and the membership. With the approval of the Board of Directors, the president will execute contracts and other documents in the name of the Association as its agent. When signing documents, the president shall indicate the capacity in which he or she is signing to avoid any personal liability since the president's signature, under most circumstances, will bind the Association under the doctrine of inherent powers.

The president also assumes general charge of the day-to-day administration of the Association and has the authority to authorize specific actions in furtherance of the board's policies. As chief executive officer, the president serves as spokesperson for the board of directors in most matters relating to general Association business. Like all officers of the Association, the president has an affirmative duty to carry out the responsibilities of the office in the best interests of the Association. The president serves at the will of the board of directors and can be removed with or without cause at any time by majority vote of the full board.

The president cannot, without specific board approval, borrow funds in the name of the Association or otherwise act beyond the scope of the authority established by the Association documents and board of directors. The president does have the inherent authority to appoint committees to advise him with his duties.

Section 2. Vice President (Financial Officer). The vice president of the Board of Directors is vested with all of the powers that are required to perform the duties of the president in the absence of the president. The vice president does not automatically possess inherent powers to act in the capacity of chief executive and may act for the president only when the president is absent or otherwise unable to act. The vice president shall assume such additional duties as are defined or assigned by the board of directors of the Association.

The vice president of the Arbor Lakes Property Owners Association, in the capacity of Financial Officer, may appoint, with the approval of the board of directors, a Treasurer of the Association. The vice president/financial officer shall oversee the treasurer and any other members of a financial committee to ensure that duties and obligations specified by the board of directors are met. Such duties and obligations are:

1. Keep or cause to keep all financial records of the Association.
2. Prepare or cause to prepare financial reports of the Association. All financial reports are to be maintained in files until they are audited, after which they will be maintained according to generally accepted accounting procedures.
3. May maintain a petty cash fund for reimbursement of small expenditures by Association members. Receipts shall be obtained for all reimbursements.
4. Prepare inputs for compiling the annual Association budget that shall be presented to the board of directors and approved by the membership at the annual membership meeting.

Section 3. Secretary.

A. Responsibility for preparing notices for all meetings of the board and the membership, and for authenticating the records of the Association are duties of the secretary. The secretary may not actually produce the minutes of board and membership meetings, but if not will be

EXHIBIT "E"

responsible for obtaining someone who will do so as a recorder or assistant secretary. As the custodian of the minutes and the other official records of the Association, the secretary is responsible for ensuring access to those records by members and their authorized representatives.

B. The Association is authorized to adopt and use a "corporate seal". The secretary has been delegated the responsibility for authenticating records of the Association, and the verification will be by affixing a signature and placing the corporate seal on the appropriate document. By example, when the signature of the president binds the corporation, and the secretary, as custodian of the seal, verifies the president's authority, the secretary does so by signing or attesting to the president's signature and placing the corporate seal on the appropriate document.

C. The Secretary shall coordinate preparing and distributing a Welcome packet for new residents of Arbor Lakes.

Section 4. Registered Agent. The registered agent is a ministerial officer of the Association, and it is a position that is required of all corporations in Florida. The registered agent is an important link for the Association since many formal and important communications will be received by this officer. When these communications or documents are received, they must be brought to the attention of the board of directors. The secretary of the Arbor Lakes Property Owner's Association shall be the registered agent of the corporation. The address of the corporation is 4215 N. Lake Vista Trail, Hernando, Florida, 34442.

ARTICLE X
MEMBERSHIP

Every person or entity who is a record owner of a fee [inheritable Lot] or undivided fee interest of any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association.

ARTICLE XI
VOTING RIGHTS

The association shall have one class of voting membership;

Section 1. Members. Members shall be all owners, including the Developer, and 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.

Section 2. Membership. Each Lot Owner shall automatically be a member of the Association and, upon the filing with the Association of the Voting Member Designation Certificate contemplated by the Declaration, an Owner of more than one (1) lot shall be entitled to a vote for each lot owned. Membership shall be acquired by recording in the Public Records of Citrus County, a Deed or other instrument establishing record title to the lot in Arbor Lakes. The Owner thus designated in the Deed or instrument becomes a member of the Association and the membership of prior Owner is thereby eliminated.

EXHIBIT "E"

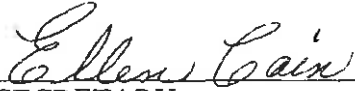
ARTICLE XII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by the Board of Directors, or by a manager employed by the Board and who shall be responsible to the Board. Any changes in the size of the Board shall be by Amendment of these By-Laws.

ARTICLE XIII
AMENDMENTS TO THE BYLAWS

Amendment of these By-Laws shall require the assent of fifty-one percent (51%) of the entire membership. Provided, however, that no amendment shall make any changes in the qualification for membership nor the voting rights of the members, nor any change in Article XI (regarding Voting Rights), without approval in writing by all members and the agreement of all record owners of mortgages in Arbor Lakes. No amendments shall be made without the written approval of the Developer, if such amendments shall cause an assessment of the Developer as a Lot Owner; for capital improvements, constitute an action that would be detrimental to the sales of Lots by the Developer or any of its dwelling units, or any other such action which would inhibit, impair or otherwise preclude the rights reserved to the Developer by way of the Declaration of Protective Covenants and Restrictions.

The foregoing By-Laws were adopted on this 7th day of January, 2005.



SECRETARY
ARBOR LAKES PROPERTY OWNERS
ASSOCIATION, INC.

EXHIBIT "E"

POLICIES AND PROCEDURES

Policy Title: Use of Common Grounds

Purpose: To provide a safe and orderly use of common grounds. Prior to use of the common grounds a waiver will be signed by property owners.

Policy Statement: Owners and guests will use the common grounds in a safe and orderly manner being considerate of others and preserving the facilities. Owners are responsible for all guests using the common grounds and facilities.

Related References: Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article II, C; Article III, A-2, B and C-31; Article V, A. (a) and (c), C. and F.
 Minutes of Board Meeting of April 11, 2005.
 Minutes of Board Meeting of March 10, 2008.
 By Laws Article VII, Section 1, A, B, C.
The Law of Florida Homeowners Associations, Sixth Edition, 7.5.

Portfolio: Board of Directors

Procedure:

1. Prior to the use of common ground facilities property owners will sign a waiver limiting the liability of the Arbor Lakes Property Owners' Association. This waiver is to protect all owners in Arbor Lakes against liability for misuse of the facilities or actions that occur thereon which are not covered by insurance or where damages exceed insurance coverage. Failure to sign and return a waiver to the Association will preclude the owner and their guests from using the facilities until a waiver is received. Facilities are defined as, but not limited to, the Clubhouse, Pool, Tennis Court, Shuffleboard Courts, Lakefront Park, Picnic Area, Pier, Boat Docks, and Boat Launch Area.
2. Skateboards, roller blades and roller skates are prohibited on any common ground within Arbor Lakes. This includes streets and sidewalks.
3. Use of shuffleboard:
 - A. Established leagues will have first choice for use. After leagues are established, play will be on a first-come first-serve basis.
 - B. Shuffleboard courts will only be used for shuffleboard. No other activity will take place on them.
 - C. Because the courts are waxed, no one will walk on them.
 - D. Upon completion of use, the area will be cleaned and the equipment properly stored.
 - E. Users under the age of 18 must be accompanied and supervised by an adult.

4. Use of tennis courts:
 - A. Established leagues will have first use of the court. After league times are established, play will be available on a first-come first-serve basis.
 - B. Only tennis shoes with non-marking soles will be used on the court. No hard soled shoes are permitted.
 - C. Users under the age of 18 will be accompanied and supervised by an adult.
 - D. Any equipment used will be put away and the court left in an orderly manner.

5. Use of the pier, picnic area, park, and boat docks:
 - A. Because of the inherent danger and liability in these areas, persons under the age of eighteen must be accompanied and supervised by an adult.
 - B. Horseshoes are played on a first-come first-serve basis.

6. If owners are found using the common ground facilities without a signed waiver, the following procedure will be followed:
 - A. On the first offense a warning will be given either verbally or by direct mail to the owner. A record of this warning will be maintained by the Association Secretary.
 - B. On the second offense the owner will be fined \$100. Prior to imposing a fine, a hearing must be held to afford the alleged violator an opportunity to be heard on the issue. At least a fourteen day notice of the hearing must be given, and the hearing must be held before a committee of at least three Association members who are not Board members. A majority of the committee must affirmatively vote to impose the fine. A Board member will be selected to represent the Board at the hearing. The finding of the hearing committee will be binding on all parties.
 - C. Should the owner elect not to pay a fine, collection will be pursued through any allowable legal means.

7. It is against the Policies & Procedures to cross common grounds to reach the lakefront property with equipment or tools to cut brush. It is against the Policies & Procedures for a contractor to go across any common grounds including, but not limited to, water retention areas with equipment, etc. Any exceptions must be approved prior to use by the Grounds Committee Chairman or Co-Chair.

8. The use of the Arbor Lakes' common grounds and amenities by non-resident guests under the age of 18 is limited to 30 days per calendar year and not more than 14 consecutive days.

9. Policies and Procedures plus posted rules must be abided by residents and non-resident guests at all times.

Note: Please refer to these previously established Policies & Procedures for use of the following facilities:

Clubhouse Policy & Procedure
Swimming Pool Policy & Procedure

POLICIES AND PROCEDURES

Policy Title:	Home Occupation
Purpose:	To insure compliance with zoning regulations and maintain the integrity of the residential character of Arbor Lakes.
Policy Statement:	Provide guidance for residents who wish to conduct a business from their home.
Related References:	Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article III, Section A, Paragraph 1 Citrus County Land Development Code, Sections 4430, 4431, 4432, 4433 and 4434 Citrus County Ordinance (C.O. 90-14).
Portfolio:	Board of Directors - Covenants and Restrictions

Procedure

When a resident decides to conduct a business or commercial enterprise from their residence in Arbor Lakes they first must obtain a certificate of home employment from the Citrus County Land Development Department and a home occupation permit from the Citrus County Tax Collectors office. A copy of these permits along with a letter explaining the nature of the business will be provided to the Secretary of the Arbor Lakes Property Owners' Association and maintained in file at the Association office. The following guidelines will be followed:

1. Only members of the family living at the residence may be engaged in the business.
2. The residence must remain a home and the residential character of the structure cannot be altered.
3. No outside sales, including garage sales, estate sales, or yard sales, are allowed.
4. No traffic greater than the normal residential traffic can be generated.
5. No equipment or tools used in the home occupation can create interference to neighboring properties.
6. Outdoor storage of materials is prohibited.
7. No business signs of any kind will be displayed on the property, except signs permitted in the Covenants & Restrictions.

Policies & Procedures – Home Occupation

8. Garages will not be used to warehouse material or equipment used in the business.
9. All land development codes of Citrus County must be followed.
10. All requirements of the County Tax collector's office will be followed.
11. All provisions of the Covenants and Restrictions will be followed.
12. If for some reason a permit is not necessary, the letter to the secretary will so note that along with the reason that no permit was required. Some businesses may be exempt from county regulation.

POLICIES AND PROCEDURES

- Policy Title:** Florida-Friendly Landscaping™
- Purpose:** To provide guidance and direction to Arbor Lakes residents in the development, installation and maintenance of low environmental impact yards.
- Policy Statement:** In accordance with Florida Statutes, Arbor Lakes property owners have the right to convert from turf based landscaping to Florida-Friendly Landscaping™. Arbor Lakes property owners will have the information necessary to plan and execute a real Florida-Friendly™ landscape that will enhance the beauty of a lot while reducing the needs for irrigation, fertilizers and pesticides.
- Related References:** Declarations of Protective Covenants and Restrictions for Arbor Lakes, Article
Florida Statute Section 373.185 (2009)
Adopting a Florida-Friendly Landscape: Steps for Converting a Traditional Development Landscape to a Florida-Friendly Landscape (ENH1135, University of Florida)
Florida-Friendly Landscaping Guide for Community Associations and Residents (Developed by Citrus County UF/IFAS Extension)
A Guide to Florida-Friendly Landscaping (Florida Yards & Neighborhoods Handbook) (Including the Florida-Friendly Plant List)
- Portfolio:** Board of Directors, Architectural Review Committee (ARC)

Procedure:

1. Florida-Friendly Landscaping™ means quality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant. The nine principles of Florida-Friendly Landscaping™ include 'Right Plant, Right Place', 'Water Efficiently,' 'Recycle (composting),' 'Fertilize Appropriately,' 'Manage Yard Pests Responsibly,' 'Protect the Waterfront,' 'Reduce Stormwater Runoff,' 'Mulch,' and 'Attract Wildlife.' A good Florida-Friendly Landscape should include as many of these principles as is practical. Converting to a Florida-Friendly Landscape begins with planning and design, appropriate choice of plants, soil analysis, efficient irrigation, practical use of turf, appropriate use of mulches and proper maintenance. The objective of Florida-Friendly Landscaping™ is to provide attractive and low maintenance landscaping around each home which is consistent with the standards of the Arbor Lakes Property Owners Association.
2. Florida-Friendly Landscaping™ does not mean eliminating all turf and plants and replacing with rocks or mulch. Turfgrass can be a part of a Florida-friendly landscape

and should be maintained using Florida-Friendly Landscaping™ principles such as appropriate fertilization, responsible pest management, etc. Bahiagrass and Centipedegrass tend to require less maintenance than St. Augustinegrass, Bermudagrass and Zoysiagrass. It is not a desert landscape of rocks and cactus, but rather, the use of the right plant in the right place and the use of proper groundcovers that shall include a combination of mulches and turf grasses or alternative ground covers, such as perennial peanut, ornamental sweet potato vine, juniper, etc. Total replacement of turf grasses with artificial turf or 'river rock' is not considered a Florida-Friendly landscape due to excessive heat reflection, which may actually result in increased water consumption. While river rock is not actually considered as a mulch, it may be used in areas where moisture retention is not desirable, such as around the home foundation. It should be noted that rubber mulch and artificial turfs are NOT considered to be Florida-Friendly. Both of these materials can result in high surface temperatures and can emit unwanted chemicals into the environment.

3. Planning for a conversion should begin with study of the last two references listed above. These can be borrowed from the Chairperson of the Architectural Review Committee (ARC) or can be obtained for free from the Citrus County UF/IFAS Extension located at 3650 W. Sovereign Path, Suite 1, Lecanto, FL 34461, telephone: (352) 527-5700.
4. After the decisions have been made as to what combinations of plants, mulch, stone and turf or groundcover are to be used, a drawing must be prepared. The drawing must show the entire lot and include all impervious surfaces and the house position on the lot. Plant beds must be shown, as well as the plants that are intended for each bed. The Plant List that is included with the last reference above will provide information to assist in plant selection; the list can also be accessed at www.FloridaYards.org, which includes an interactive plant database that will select plants suited to your site conditions. For \$7.00 (current as of 05/04/11), the University of Florida's Soil Testing Laboratory will test for the soil's pH, lime requirement and levels of phosphorus, potassium, calcium and magnesium. The Citrus County UF/IFAS Extension can provide the mailing materials (a pre-addressed box, bag and submission form) or the resident can provide their own box and bag and then print the submission form from <http://soilslab.ifas.ufl.edu/pdf%20files/SS18700.pdf/>. Drawing must include dimensions in feet. Also, be aware that any new poured concrete slabs for patios, walkways, etc. must be permitted through the Citrus County Building Division in Lecanto.
5. Submit a request to the ARC with the prepared drawing for consideration for approval. Forms for submission to the ARC are available in the clubhouse.
6. After the request has been approved, the work may begin to install the new landscape. The property owner MUST call 811 at least two days prior to the start of work. This service is free and you are required by law to call before doing any digging. This call will result in a crew coming out to the property and marking the location of any buried power and utility cables.
7. After the new landscape has been installed, it will still require some irrigation and maintenance. Be sure to test and adjust the rain sensor and irrigation timer. Test the

system to be sure that all sprinklers work properly and that there are no leaks. Reduce irrigation times to each zone, depending of what plants are used in the new landscape. Consider the use of a temporary or permanent Drip Irrigation system in areas where there is spacing between individual plants. These systems deliver water to each plant rather than wide area, so they are much more efficient than spray systems. Call the Citrus County Department of Water Resources at (352) 527-5543 to find out what the current water restrictions are for newly installed plants.

8. Use proper amounts and appropriate fertilizers and pest control methods to maintain the new landscape and 'Protect the Waterfront' from excessive runoff. If a contractor is to be used for fertilizing and pest management, that contractor should have a certification of training in Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries from the UF/IFAS Extension Service. A list of local contractors who have been trained in these Best Management Practices (BMP) is available from the Chairperson of the Arbor Lakes ARC or from the UF/IFAS Extension in Lecanto.
9. Any homesite which has been altered from its original state, shall be landscaped according to plans approved by the ARC. Any owner-installed landscape is the owner's responsibility to maintain. All shrubs, trees, grass, plantings, stones, and mulch of every kind shall be kept well maintained, properly cultivated and free of weeds, trash and other unsightly materials. Altered landscaping that was approved by the ARC and that was in place prior to the effective date of this P&P shall be 'grandfathered', whether or not it actually meets the principles of Florida-Friendly Landscaping™. However, any future changes to any landscaping in Arbor Lakes shall comply with Florida-Friendly Landscaping™ principles.

POLICIES AND PROCEDURES

Policy Title:	Villa Maintenance
Purpose:	To define exterior maintenance of villas.
Policy Statement:	Exterior maintenance of villas will be provided using the following guidelines.
Related References:	Current Declaration of Protective Covenants and Restrictions for Arbor Lakes, Article VII, Section E., Paragraph 1) (a) (i) and (ii).
Portfolio:	Board of Directors – Grounds and/or Architectural Review Committees

Procedure - Lawn Maintenance & Landscaping

1. Lawn will be cut and edged around driveway and sidewalks with debris removed as needed. Weed whacking the perimeter of the exterior of the dwelling and shrub beds will be done as needed.
2. Lawn fertilizing and pest control will be provided as needed and determined by the Association. Replacement of sod will be the owner's responsibility.
3. Shrub trimming, fertilizing, and pest control will be provided as needed and determined by the Association. Shrub removal and replacement, including annuals and perennials, will be the owner's responsibility.
4. Shrub beds (those provided in the builder's package) will be mulched as needed. This is usually beds located at the front of the dwelling and some around the air-conditioning unit.
5. Weed control will be provided as needed in shrub beds mentioned above.
6. Tree trimming, replacement, and/or removal will be the owner's responsibility. Tree maintenance will consist of fertilization as determined by the Association.
7. Sprinkler maintenance will be provided after the builder's one-year warranty expires and will include all items beyond the zone valves to the sprinkler heads and installation of donuts. All other sprinkler expenses are the responsibility of the property owner. The villa owner is responsible to observe the working condition of the sprinkler system and is responsible to insure that the sprinkler timer is working properly and is providing sufficient watering time for each zone that is being watered. Owner should report any problems to the Villa Committee representative. The villa owner is required to comply with existing County watering regulations. The cost of any sprinkler maintenance will be the responsibility of the owner if the same was caused by the action of the owner and/or their representative.

Procedure – Villa Painting

1. For Villa Section IV: To ensure quality, all villa exterior walls, porch and lanai walls, trim, window ledges, front entrance door, garage door and side utility door are to be repainted in the existing original base color. A change in original trim color requires the owner to follow Procedures 2 through 5 as stated below.
2. For Villa Section III: All of the above apply except that the front entrance door and the garage doors may be painted the same as the original trim color on that villa.
3. Any preparation, including sanding and priming to properly complete painting is the responsibility of the Association.
4. If a homeowner wishes to have a different trim color on their villa, they must submit a form and color sample to the Architectural Review Committee for approval.
5. Any approved alternate trim color paint will be purchased by the homeowner. The paint should be Sherwin Williams Loxon Top Coat or of a quality equivalent to what is being used.
6. At the onset of painting, the contract will be reviewed with the owner.
7. Upon completion of painting, a final inspection by the homeowner, painter and a Villa Committee Representative should occur. Signatures from all three are required to insure the project was completed to everyone's satisfaction.

Procedure – Exterior Items NOT INCLUDED in Villa Maintenance Fee

1. Roof shingles must be replaced at the owner's expense but must be approved by the Architectural Review Committee prior to purchase and installation.
2. Power washing of the driveway and sidewalks is not the responsibility of the Association.
3. Power washing of the dwelling will be done **ONLY** at the time of painting.
4. It is homeowner's responsibility to remove furniture and all other items from front porch and lanai prior to painting.
5. Painting of ceilings and floors in front porch and lanai **IS** the responsibility of the homeowner.
6. Repair or replacement of concrete driveways or sidewalks is not the responsibility of the Association.
7. Any exterior stucco repair or replacement is the owner's responsibility.
8. Repair of front and side entrance door frames is the responsibility of the homeowner.
9. It is homeowner responsibility to remove excess mulch.