

Amended and Restated Declaration of Covenants, Conditions and Restrictions for  
Tarawood, Inc. Article X Architectural Control

**ARTICLE X**

**ARCHITECTURAL CONTROL**

**Section 1. Creation of Architectural Committee.** The Board of Directors of Tarawood Homeowners Association Inc. shall serve as the committee known as the Architectural Committee. However, the Board of Directors reserves the right to appoint three (3) members of the Association as the Architectural Committee, if needed.

**Section 2. Home Construction.** Notwithstanding any provision to the contrary, no home may be constructed upon a Lot without the written approval of the Architectural Committee. Request for approval for the location of a home upon such Lot must be accompanied by a detailed explanation of the type, model and nature of the home to be located upon the Lot. The Architectural Committee shall have the sole discretion to determine if such home as proposed meets and is in conformity with the rules, regulations and the Declaration and which homes shall be in conformity with and exhibit good taste commensurate with the rest of the Development.

**Section 3. Alterations, additions and improvements of existing residences.** No Owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to a residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the Architectural Committee. No exterior addition, including replanting or external attachments shall be made to any residence, until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to surrounding structures and topography. The Architectural Committee shall not unreasonably withhold approval so long as the proposed work benefits and enhances the subdivision in a manner generally consistent with the plan of development thereof.

EXHIBIT C  
BYLAWS  
OF  
TARAWOOD HOMEOWNERS' ASSOCIATION, INC.  
A Not-for-Profit Corporation

ARTICLE I.  
NAME AND LOCATION

The name of the corporation is TARAWOOD HOMEOWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at 10770 South Florida Avenue, Floral City, FL 32636, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors.

ARTICLE II.  
DEFINITIONS

Section 1. "Association" shall mean and refer to Tarawood Homeowners' Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean and refer to Tarawood, Inc., a Florida corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from Declarant for purposes of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the subdivision and recorded on APRIL 19, <sup>1990</sup>~~1989~~, in Official Records Book 852, Page 120, Public Records of Citrus County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat with the exception of the common area.

Section 6. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Declaration.

Section 7. "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 subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" shall mean and refer to that certain tract of real property described in the Declaration and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

ARTICLE III.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association or not later than 30 days after 75% of the lots have been sold, whichever first occurs. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of 10:00 a.m. If the day for the annual meeting of members is a Saturday, Sunday, or a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten, but not more than 30 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 receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

BK0852PG0153

Section 4. Quorum. The presence at the meeting of members entitled to cast 35% of the votes shall constitute a quorum for any action governed by these bylaws. If the required quorum is not present, another meeting may be called and the required quorum shall be 17.5% of the members.

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. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

#### ARTICLE IV.

##### BOARD OF DIRECTORS - TERM OF OFFICE;

##### FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of three directors who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; at each annual meeting thereafter, the members shall elect directors to serve for a term of three 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. 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.

#### ARTICLE V.

##### BOARD OF DIRECTORS - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the board of directors shall be by nominating committee. However,

BK085260154

nominations may also be made from the floor at any annual meeting of members. 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 committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such 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 in no event shall it nominate less than the number of vacancies to be filled.

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. Persons receiving the largest number of votes shall be elected.

#### ARTICLE VI.

##### BOARD OF DIRECTORS - MEETINGS

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. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following 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 days' notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

OK0852PG0155

ARTICLE VII.

BOARD OF DIRECTORS - POWERS AND DUTIES

Section 1. Powers. The board of directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations;

(b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is 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 30 days for infraction of published rules and regulations;

(c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

(d) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three consecutive regular meetings of the board of directors; and

(e) Employ a manager, independent contractors, and such other employees as they may 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 each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the members entitled to vote thereat;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

BK0852Pg0156

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

(1) Fix the amount of the annual assessment against each lot at least 60 days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least 60 days in advance of each annual assessment period; and

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

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;

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

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

(g) Cause the common area to be maintained.

#### ARTICLE VIII.

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of members.

Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

BK0852PG0157

Section 4. Special Appointments. The board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) - President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other instruments, and shall co-sign all checks and promissory notes.

(b) Vice President. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and

BK0852PC0158

affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the Association, together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

#### ARTICLE IX.

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within 30 days after the due date, the assessment bears interest from the date of delinquency at the rate of 12% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his lot.

#### ARTICLE X.

##### BOOKS AND RECORDS; INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business

BK0852PG0159

hours. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XI.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the corporation.

ARTICLE XII.

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIII.

AMENDMENTS

These bylaws may be amended, at a regular or special meeting of members, by vote of two-thirds of a quorum of members present in person or by proxy.

ARTICLE XIV.

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

BK0852PG0160

625205

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

'90 APR 19 AM 11 00

VERIFIED BY:

D.C.













1034506

Prepared by and when recorded mail to:

VERIFIED BY:



Morris E. Osborn  
David R. Carter, P.A.  
5308 Spring Hill Drive  
Spring Hill, FL 34606

DA D.C.

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**TARAWOOD, INC.**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Tarawood was previously recorded at Official Record Book 0852, Page 0120 through Page 0141 inclusive, Public Records of Citrus County, Florida, the "Declaration"; and

**WHEREAS**, the property subject to the Declaration is described on Exhibit "A", attached hereto and incorporated herein by reference, the "Property"; and

**WHEREAS**, Tarawood, Inc., the original Declarant, conveyed all of its title and interest in the property to Tarawood of Floral City, Inc., a Florida Corporation, which is now the Successor Developer of Tarawood, Inc.; and

**WHEREAS**, Tarawood, Inc. assigned to Tarawood of Floral City, Inc. all of its rights as the Declarant as evidenced by that certain Assignment recorded at Official Record Book 1079, Pages 1480-1481; and

**WHEREAS**, The Successor Declarant has determined it is appropriate to amend and restate the Declaration as a result of changed conditions, and otherwise deems it to be in the best interests of the residents of the community to amend the Declaration for the purpose of enhancing the value, attractiveness and desirability of the community;

**NOW, THEREFORE**, the Declarant hereby declares that all the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all the heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof. The Declaration of Covenants, Conditions and Restrictions for Tarawood are hereby amended and restated as follows:

73 50

1990 SP 30 PH 12: 58

BK 1266 PG 0733

- 1) The Declarant and Tarawood HomeOwners' Association, Inc. hereby join in this Amendment and Restatement, and acknowledge that if there is any inconsistency between the Declaration and this Amendment and Restatement, the provisions of this Amendment and Restatement shall control.
- 2) This Amendment and Restatement shall be deemed effective from the date of its recording in the Public Records of Citrus County, Florida.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** "Association shall mean and refer to Tarawood HomeOwners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 2.** "Commercial" shall mean all those uses permitted under the Citrus County Zoning Ordinances as in effect in 1988 pertaining to such use and as permitted by the Planned Development zoning, and as proposed and identified as Phase III of the Planned Development.

**Section 3.** "Commercial Parcel" shall mean a segment or a portion of the commercial property identified as Phase III of the approved plan of development as established by the Declarant or as subsequently platted of record; however, no segment or parcel shall be less than 8,000 square feet.

**Section 4.** "Common Area" shall mean all real property owned by the Association by dedication, donation or purchase for the common use and enjoyment of the Owners.

**Section 5.** "Declarant" shall mean Tarawood of Floral City, Inc., Successor Declarant of Tarawood, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development.

**Section 6.** "Lot" shall mean any pLot of land in Phase I and II as shown on a recorded subdivision plat of Tarawood with the exception of the common areas.

**Section 7.** "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

**Section 8.** "Member" shall mean every person or entity who holds membership in the Association.

**Section 9.** "Mortgage" shall mean a conventional mortgage or a deed of trust.

**Section 10.** "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary

under a holder of a deed of trust.

**Section 11.** "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or parcel which is a part of the Tarawood subdivision, but shall not include those holding title merely as security for performance of an obligation.

**Section 12.** "Subdivision" shall mean Tarawood, a planned development included in the subdivided real property hereinbefore described and such further subdivisions thereof and such further additions as may be brought within the jurisdiction of the Association as hereinafter provided.

## ARTICLE II

### MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

**Section 1.** Every Owner of a Lot shall be a member of the Association, subject to and bound by the Association's Articles, Bylaws, Rules and Regulations, and this Declaration. Membership shall be appurtenant to and may not be separated from Ownership of a Lot.

**Section 2.** The Association shall have two (2) classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Parcel, the vote for such Lot or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two (2) classes of voting membership and voting rights related thereto, are as follows:

a) Class A. Class A members shall be all Owners of Lots and Parcels, except the Declarant shall not be a Class A member. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

b) Class B. The Class B member shall be the Declarant. Class B Lots and Parcels shall be all Lots and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots and Parcels shall be as follows:

(i) Lots. The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

(ii) Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel as designated on the General Land Plan for Single-Family Detached Residential Use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Attached, Independent Retirement Rental, or Assisted Living/Skilled Nursing Facility Use.

c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots and Parcels then subject to the terms of this Declaration shall become Class A Lots and Parcels upon the happening of any of the following events, whichever occurs earlier:

- (i) Three (3) months after ninety percent (90%) of all Lots and Parcels within all phases of the Development have been conveyed to Owners other than Declarant or successor developers, builders or contractors; or
- (ii) On December 31, 2018; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate.

### ARTICLE III

#### ASSESSMENTS

**Section 1.** Lien and personal obligation of assessments. Declarant hereby covenants for each Lot or commercial parcel within the Tarawood subdivision, and each Owner of a Lot or commercial parcel is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot or commercial parcel, and a continuing lien on each Lot or commercial parcel against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot or commercial parcel at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 2.** Purpose of annual assessment. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvements and maintenance of the common areas situated within the Subdivision, as well as the operation of the utility system installed to exclusively serve the Tarawood subdivision and any additions thereof. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, cable TV and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the

Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Maintenance and repair of sewage treatment plant, water system, clubhouse, storm drains, sanitary sewers, and private streets within the confines of the Subdivision.

(e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

### **Section 3. Maximum annual assessment.**

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$780.00

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may only be increased above 10% by the vote or written assent of a majority of the membership.

(c) The Board of Directors of the Association shall fix the annual assessment which amount shall not exceed the amounts permitted by this section.

**Section 4. Special assessments for capital improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the utility system or for the purpose of establishing reserve accounts for same. Any such special assessment shall be approved by a two-third (2/3rd) vote of the Board of Directors. The board may, at its option, submit the proposed special assessment to the members for approval which will require a vote by a majority of the total membership.

**Section 5. Notice and quorum for action authorized under Sections 3 and 4.** Written notice of any meeting of the membership or the Board of Directors called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting.

**Section 6. Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and commercial parcels except those owned by the Declarant during the time of Declarant's obligation to maintain as set forth in Section 10.

**Basis for Assessment. Residential Lots.** Each residential Lot, whether improved or unimproved, which has been conveyed to an Owner shall be assessed at a uniform rate. For purpose of assessment, the term "Owner" shall exclude developer, builder, contractor or other entity who purchased the Lot for the purpose of constructing improvements thereon for resale to an Owner.

**Basis for Assessment. Commercial Parcels.** Each 8,000 square feet which is certified for occupancy and each unimproved parcel which has been conveyed to an Owner who is not a developer shall be assessed at 60% of the residential Lot rate. Until or unless the commercial area is so divided, the assessment on the commercial area shall be determined at 10% of the total assessment for the residential Lots.

**Section 7. Commencement and collection of annual assessments.** The annual assessments provided for herein shall commence as to all Lots shown on recorded plats and commercial parcels (except those owned by the Declarant) on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and commercial parcel at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be paid quarterly, in advance. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may cause to be recorded in the Public Records of Citrus County, a list of delinquent assessments as of a date certain.

**Section 8. Effect of nonpayment of assessments; remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his Lot.

**Section 9. Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure (or any proceeding in lieu thereof) shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10.** The Declarant shall maintain the subdivision and all common areas, exclusive of any right of action by the Association, from the time of recording this declaration until June 1, 1992. The

Declarant shall be exclusively entitled to retain all monthly assessments during this time period to defray the costs of maintenance. The Declarant further retains the exclusive right to delegate

maintenance to the Association at any time it shall deem necessary to do so.

#### ARTICLE IV.

#### PROPERTY RIGHTS.

**Section 1. Owner's Easements of Enjoyment.** Every Owner of a Lot or commercial parcel shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association.

(a) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against his Lot or commercial parcel remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the Association.

(b) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the membership. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rd) of the members agreeing to such dedication or transfer has been duly recorded.

**Section 2. Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate his reasonable right to enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees. No guests shall make use of any of the common areas so that such use interferes with the rightful use of other members of the Association. No large parties, as same shall be defined by the Board of Directors, shall be allowed.

**Section 3. Easements of Encroachment.** There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. All other easements shown on the recorded plats of Tarawood, are recorded in the Public Records of Citrus County, Florida, and are hereby incorporated by reference in this declaration.

#### **Section 4. Other Easements.**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such residential Lot, except for improvements for

maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

**Section 5. Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

**Section 6. No Partition.** There shall be no judicial partition of the common area, nor shall Declarant, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

## ARTICLE V.

### USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

A. Residential areas as platted of record:

**Section 1.** Each Lot shall be used for residential purposes only, limited to single family occupancy and for no other purpose.

**Section 2.** No business of any kind shall be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling the Lots as provided in Article VI below

**Section 3.** No noxious or offensive activity shall be carried on or in any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Article VI below.

**Section 4.** No platted Lot shall be subdivided or partitioned, and each Owner hereby waives said right in the event any Lot is owned in co-tenancy.

**Section 5.** No vehicles shall be parked within the Property except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked with the Properties. Non-commercial pickup trucks, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept with the Properties if such are kept inside a garage and concealed

from public view or in a designated recreational vehicle parking area. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less. No automobile or other vehicle may be repaired, painted, or overhauled on any Lot, or on the street in front of any Lot, or on any of the common areas other than in a garage and concealed from public view.

**Section 6.** No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Parcel or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) as promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to the safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

**Section 7.** Lighting exterior to any unit shall be placed so as not to create a nuisance to other unit Owners, and shall be subject to the approval of the architectural committee.

**Section 8.** No sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the Association, except customary name and address signs. The advertising of homes for sale or rent shall be posted on the billboard in the clubhouse and the Association shall establish a prominent place on said billboard for said postings of information on availability of homes for sale or rent, and the Association may prescribe rules and regulations regarding the size and manner of posting this information on the billboard. The placing of lawn signs advertising the availability of homes for sale or rent is expressly prohibited, although signs may be allowed in the windows of the residences announcing the availability of the property for sale or rent. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on portions of Properties it owns and on the Common Area in connection with its development and sale of Lots and Parcels.

**Section 9.** Nothing shall be done or kept on a Lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

**Section 10.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the common area. A maximum of two domestic dogs or cats or any combination thereof shall be allowed any unit Owner provided they are not kept, bred or maintained for any commercial

purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or Parcel. Said animals shall be maintained so as to create no nuisance to any other unit Owner, and each animal Owner is expressly responsible for the removal of any wastes created by said animal. All animals must be kept on a leash at all times when outside the unit Owner's residence.

**Section 11.** No Owner shall cause or permit any unreasonable or obnoxious noises or odors, nor any nuisance of any other type. No immoral or illegal activity shall be permitted on any of the common area or unit Owner's property.

**Section 12.** The Board of Directors of the Association of unit Owners known as the Tarawood HomeOwners' Association, Inc. shall have the full right and authority to develop reasonable rules and regulations for use of the recreational areas, common property, and other matters regarding the occupancy and use of their subdivision. Any such rules shall be effective upon posting on the community bulletin board.

**Section 13.** Tarawood Subdivision is planned as an adult residential community. It is intended that at least one Owner/Occupant at the residence will be fifty-five (55) years of age or older. All permanent occupants must be at least nineteen (19) years of age. A "permanent occupant" shall be defined in these restrictions as all persons who occupy a Lot, Unit, or Parcel for more than four (4) weeks in any calendar year. The Declarant or the Association shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of the Common Area and facilities by, persons under nineteen (19) years of age.

**Section 14.** The Association shall be empowered to adopt rules governing the type of clotheslines that may be permitted on any Lot or Parcel and establish reasonable restrictions relating to the safety, location and maintenance of clotheslines. Clotheslines permissible pursuant to the rules of the Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes, or any amendment thereto.

**Section 15.** No sod, topsoil, muck, trees, grass, or shrubbery shall be removed from the common area or right-of-way.

**Section 16.** If any unit Owner desires to rent or lease his or her unit, said unit Owner must have a written lease agreement with the tenant, containing specific language whereby the tenant will agree to abide by the restrictions contained in these documents, the By-Laws of Tarawood HomeOwners' Association, Inc., and the rules promulgated by said Association.

**Section 17.** No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the common area except in sanitary containers located in appropriate areas concealed from public view at all times except during the day of garbage collection.

**Section 18.** No fence, wall, or other dividing instrumentality shall be constructed or maintained on any Lot, except hedges or similar shrubbery or plantings which are maintained in a neat condition and are no more than three (3) feet in height.

**Section 19.** No outbuilding, lean-to, detached building, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently, nor shall any such structure be erected or placed on any Lot for any purpose whatsoever, except for the construction purposes of the Declarant.

**Section 20.** Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Association.

B. **Commercial.** The commercial property which is identified in the Plan of Development of Tarawood Adult Community, Phase III and is adjacent to U. S. Highway 41, shall be used for those commercial purposes as allowed under the Citrus County Zoning Ordinance 86-12, as amended through 1988, and shall be further subject to the following restrictions:

**Section 1.** No junk cars, trailers or boats shall be maintained on any of the commercial property.

**Section 2.** The exterior lighting on any commercial unit shall be placed or directed in such a manner so as not to create a nuisance to the residential Owners and shall be subject to the approval of the architectural committee.

## ARTICLE VI

### RIGHTS OF DECLARANT

Declarant or the transferees of Declarant shall undertake the work of developing all Lots or commercial parcels included within the Tarawood Subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the Tarawood Subdivision as an ongoing adult residential community. In order that such work may be completed and the subdivision be established as a fully occupied adult residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Tarawood Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing or maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as an adult residential community, and the disposition of Lots by

sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as an adult residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision Lots.

(e) As used in this section, the words "its transferees" specifically excludes purchasers of Lots improved with completed residences.

(f) The Declarant expressly reserves the right to establish any reasonable rules and regulations binding on the Lots herein described in order to maintain the aesthetic qualities of this development project. Said rule should take effect upon posting upon the community bulletin board to the same extent as if adopted by the Board of Directors.

(g) Any purchaser of any property covered by this Declaration of Covenants, Conditions and Restrictions agrees to be bound by this Declaration, but further, said purchaser realizes that this property is governed by the land use rules and regulations of Citrus County. If a conflict occur between any County regulations and these restrictions, the most restrictive clauses shall govern.

(h) In the event that any portion of this Declaration of Covenants, Conditions and Restrictions is found invalid, the remainder of said declarations shall continue in full force and effect.

(i) So long as Declarant makes up any deficits in the Association's budget, all unsold Lots and commercial parcels owned by Declarant, including Lots containing model homes or other Lots or parcels used by the Declarant for any purpose shall be exempt from any assessments. Declarant, at its option, can at any time, commence paying assessments on its Lots or commercial parcels which shall then terminate Declarant's obligation to fund deficits.

(j) So long as Declarant owns five (5%) percent or more of the residential Lots or commercial parcels, Declarant shall have the right to appoint one member to the Board of Directors.

## **ARTICLE VII.**

### **OWNERS' OBLIGATION TO REPAIR**

Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting normal wear and tear

## **ARTICLE VIII.**

### **OWNERS' OBLIGATION TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such

residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

## ARTICLE IX.

### ANNEXATION OF ADDITIONAL PROPERTY

The Declarant shall have the right from time to time in its discretion and without the need for consent or approval by either the Association or its Members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area. The additions authorized by this subsection shall be made by the Declarant filing or record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its Members. Such Supplement may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on attached Exhibit "A"

## ARTICLE X.

### ARCHITECTURAL CONTROL

**Section 1.** Creation of architectural committee. The Board of Directors of Tarawood HomeOwners' Association, Inc. shall appoint a committee to be known as the Architectural Committee. Such committee shall consist of three (3) or more members of the Association who shall serve at the pleasure of the Board.

**Section 2.** Alterations, additions, and improvements of residences. No Owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the Architectural Committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

**Section 3.** Miscellaneous additions and alterations. No exterior addition, including replanting, or external attachments shall be made to any residence, until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to surrounding structures and topography.

**Section 4.** Damage and destruction of residences; approval of structural variances. Any Owner

who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

**Section 5. Approval of committee; how evidenced.** Whenever in this article approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

**Section 6. Exemption of Declarant.** So long as Declarant is the Owner of Lots or commercial parcels in the subdivision, the Declarant shall be exempt from the provisions of this article relating to architectural control, and shall not be required to seek the approval of either the Board of Directors or the Architectural Committee for any construction, alteration, addition, improvement, or any other purpose whatsoever.

## ARTICLE XI.

### GENERAL PROVISION

**Section 1. Enforcement.** Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendments.** Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds of the members and the Declarant. However, notwithstanding anything to the contrary herein, the Declarant shall have unqualified right to amend this declaration at any time by duly recording an instrument as referenced hereunder. Said right to amend as referenced by the Declarant shall be limited to corrections or errors contained in this Declaration to clarify any ambiguity or to make such changes as necessary to implement the original plan of development or conform to any government imposed change to the plan of development, which right shall be retained so long as the Declarant is funding the deficit of the Association budget as provided in Article VI, Section 2. Any such amendment shall

compliance with Section 3.

**Section 4. Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**Section 5. Duration.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of five (5) years unless otherwise agreed to in writing by the then Owners of at least three-quarters of the subdivision Lots. The extension created herein and the obligation of membership in the HomeOwners' Association as set forth in Article I and the assessment obligation as set forth in Article III shall be deemed to be covenants running with the land until the expiration date.

Executed at Amsterdam, <sup>NEW YORK</sup> Florida, this 24<sup>TH</sup> day of SEPTEMBER, 1998.

TARAWOOD OF FLORAL CITY, INC.

By: James D. Uhlinger, Sr.  
PRESIDENT

STATE OF ~~FLORIDA~~ NEW YORK

COUNTY OF ~~ST. JOHNS~~ Montgomery

Before me, the undersigned authority, this day personally appeared JAMES D. UHLINGER, SR, President of TARAWOOD OF FLORAL CITY, INC., who acknowledged to and before me, the execution of the foregoing document for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>TH</sup> day of SEPTEMBER, 1998.

My Commission Expires

Michael A. Ciotto  
Notary Public

MICHAEL A. CIOTTO  
Commissioner of Deeds  
Residing in the City of Amsterdam  
Montgomery County  
Commission Expires ~~12/31/98~~ 3/24/99

BK 1266 PG 747

1598 SP 30 P112:59

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that part of the Southeast 1/4 of the Southwest 1/4 AND the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 20 South, Range 20 East, lying Westerly of the right-of-way of U.S. Highway No. 41 and the West 1/2 of the Northeast 1/4 of the Northwest 1/4 AND that part of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 20 South, Range 20 East, lying Westerly of the right-of-way of U.S. Highway No. 41.

BK 1266 PG 0748

1990 SP 30 PM 12:59

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR TARAWOOD, INC.**

**THIS** Second Amended Declaration of Covenants, Conditions and Restrictions (hereinafter referred as "Second Amended Declaration") is made this 8 day of November, 2004 by Tarawood Homeowners Association, Inc., A Florida-Not-For-Profit Corporation (hereinafter referred to as the "Association").

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Tarawood, Inc. was previously recorded at Official Record Book 0852, Page 0120 through 0141 inclusive, Public Records of Citrus County Florida; and

**WHEREAS**, said Declaration's were Amended on or about September 30, 1998 at Official Record Book 1266, Page 733 through 747 Public Records of Citrus County Florida (hereinafter referred to as "Amended Declarations"); and

**WHEREAS**, the Amended Declarations, provide that the same may be modified, amended or changed by approval of two-thirds of the members of the Association and the Declarant; and

**WHEREAS**, a special meeting of the members of the Association was held on August 19, 2004 in regards to amending certain portions of the Amended Declarations; and

**WHEREAS**, there are 231 lots in the Tarawood Subdivision, with the Declarant owning one hundred and seventy two (172) of said lots, representing more than two-thirds of the votes needed to amend the Amended Declarations; and

**WHEREAS** at said special meeting, a vote was taken and more than two-thirds of the members and the Declarant voted to approve the proposed amendments..

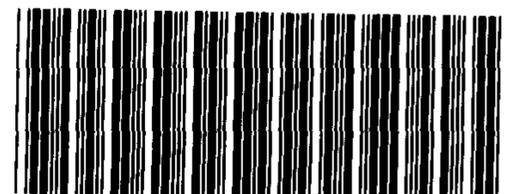
**NOW, THEREFORE:**

1. The above "whereas" clauses are true and correct and are incorporated herein by reference.

2. This Amendment is made from the date shown below and amend the Amended Declarations, as follows:

A. Section 2 of Article III, is deleted in its entirety and replaced with the following:

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$69.50  
# 2004088235 BK:1792 PG:1559-1566  
12/07/2004 02:48 PM 8 PGS  
JPARRISH,DC Receipt #054537



**Section 2: Purpose of Annual Assessments:** The annual assessments levied by the association is to be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas. Annual assessments will include, and the association will acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, Garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of the clubhouse, storm drains, and private streets within the confines of the subdivision.
- (e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits will be set by the association and reviewed at, the minimum, annually and increased or decreased in the discretion of the association.
- (g) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (h) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alternations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which is necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

B. Section 4 of Article 3, is deleted in its entirety and replaced with the following:

**Section 4: Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, or for the purpose of establishing reserve accounts for same. Any such special assessment shall be approved by a two-third (2/3) vote of the Board

of Directors. The board may, at its option, submit the proposed special assessment to the members for approval, which will require a vote by a majority of the total membership.

C. Article XII, is hereby created and added to the Amended Declarations as follows:

## ARTICLE XII

**SECTION 1.** Utility Company: Tarawood Properties, LLC, or its successors or assigns, shall provide water and sewer utilities to Tarawood, Inc. and/or the Tarawood subdivision.

**SECTION 2.** Water Requirement: Every lot or commercial property wherein a building, house, or other structure has been built, in which human beings reside, congregate, or are employed, shall be required to have a sanitary water system, consisting of plumbing that is connected to the utility system. No cross-connection from any other water supply system shall be permitted.

**SECTION 3.** Connection with the water utility system required:

a. The owner of any premises within Tarawood Subdivision, shall connect, or cause the plumbing of any building thereon to be connected, with the water utility distribution system currently available. All such connections shall be made in accordance with the provision of this article.

b. If the owner of the premise shall fail or refuse to connect with the facilities of the water utility system and use the same in accordance with this article, then, in that event, the declarant or the association may assess the owner's property for the cost of said connection and all other applicable fees, in accordance with Article 3 of the Amended and Restated Declaration of Covenant, Conditions and Restrictions for Tarawood, Inc. Said assessment together with interest, costs, and reasonable attorneys' fees shall be a charge on the lot or commercial parcel as a continuing lien on each lot or commercial parcel against which such an assessment is made. Each such assessment together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the lot or commercial parcel at the time the assessment fell due, but such personal obligations shall not pass to the successors in title of such person or persons unless expressly assumed by them. Said assessment or lien may be foreclosed in the same manner as annual or special assessments pursuant to Article 3 of these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tarawood, Inc.

**SECTION 4.** Meters, stop and waste cock or cut-off valve required:

a. All occupied premises within Tarawood Subdivision must be connected to water utilities and each unit shall have a separate meter, which shall meter only water servicing such premises.

b. All buildings used for residential and commercial purposes must have a stop and waste cock or cut-off valve placed by the property line or at some convenient point on the premises. Such cock or valve shall be under the control of the consumer and be used in case of break in the building or structure or other necessity so that the pipes to be repaired can be turned off without the necessity of using a street cut-off maintained and installed by the utility company.

c. All necessary meters will be furnished by Tarawood Properties, LLC and shall remain the property of Tarawood Properties, LLC, or its successors or assigns. The utility company is to maintain the proper operation of all meters and has the right, whenever such meter wears out or becomes incapacitated, to install a new meter. No repairs to meters shall be made other than by the utility company.

**SECTION 5. Cross-connection with private water supply prohibited:**

a. It shall be unlawful for any person to connect or cause to be connected to the utility system's pipes, by any means whatsoever, other pipes containing water from any water supply other than the water supply of the utility system, and the owner of the premises where any such cross-connection is made shall be held in violation. Private wells are strictly prohibited.

**SECTION 6. Use of Public Sewers Required:**

a. The owner of each home, building, or property used for human occupancy, employment, or recreation or other purposes is hereby required to connect such facilities directly to the sewage utility system.

b. If the owner of premises shall fail or refuse to connect with and use the facilities of the sewage system in accordance with this article, then, in that event, the declarant or the association may assess the owner's property for the cost of said connection and all other applicable fees, in accordance with Article 3 of the Amended and Restated Declaration of Covenant, Conditions and Restrictions for Tarawood, Inc. Said assessment together with interest, costs, and reasonable attorney's fees shall be a charge on the lot or commercial parcel as a continuing lien on each lot or commercial parcel against which such as assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who own the lot or commercial parcel at the time the assessment fell due, but such personal obligations shall not pass to the successors in title of such person or persons unless expressly assumed by

them. Said assessment or lien may be foreclosed in the same manner as annual or special assessments pursuant to Article 3 of these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tarawood, Inc.

**SECTION 7. Connection Charges:**

a. Each existing residential unit owner shall be provided the necessary meters, stop and waste cock or cut-off valve as required by Article X Section 4 of these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tarawood, Inc. without cost.

b. All new residential unit purchasers shall be charged the actual cost of the meter, stop and waste cock or cut-off valves, plus an additional surcharge by the utility company on or before said residential unit owner receives a certificate of occupancy from the county.

c. If the owner of the premises shall fail or refuse to pay said cost on or before the issuance of the certificate of occupancy by the county, then the declarant or association may assess the owner's property for the cost of said connection and all other applicable fees, in accordance with Article 3 of these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tarawood, Inc., said assessment together with interest, costs, and reasonable attorney fees shall be a charge on the lot or commercial property as a continuing lien on each lot or commercial parcel against which such assessment is made. Each such assessment together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the lot or commercial parcel at the time the assessment fell due, but such personal obligations shall not pass to the successors in title of such person or persons unless expressly assumed by them. Said Assessment or lien may be foreclosed in the same manner as annual or special assessments pursuant to Article 3 of these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tarawood, Inc.

**SECTION 8. Right of Entry:** Tarawood Properties, LLC, or its successors or assigns, through its authorized employees and contractors, will have the right, after reasonable notice to the owner of a lot, to enter that lot at any reasonable hour on any given day to perform authorized maintenance on the utility systems.

**SECTION 9. Utility Rates:** Tarawood Properties, LLC, shall have all utility rates approved by the appropriate governmental agency.

**SECTION 10. Rules:** Tarawood Properties, LLC, has the authority to make reasonable rules and regulations regarding the utility system.

**SECTION 11.** By endorsing these Amended Articles, Tarawood Properties, LLC, agrees to be bound by these Amended Articles and all other pertinent deed restrictions regarding Tarawood, Inc.

### GENERAL PROVISIONS

3. *Captions and Headings.* The captions and headings pertaining to the articles and paragraphs contained in Second Amended Declarations are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions in these Second Amended Declarations.

4. *Severability.* If any of the terms or provisions contained in this Second Amended Declarations shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Second Amended Declarations and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Second Amended Declarations.

5. *Number and Gender.* Whenever used in these Second Amended Declarations, the singular number shall include the plural, the plural number shall include the singular and the use of any one gender shall be applicable to all genders.

6. *Conflicting Provisions.* If there is any conflict between the Articles and this Second Amended Declaration, the terms and provisions of this Second Amended Declaration shall control, and if there is any conflict between the Bylaws and this Second Amended Declaration, the terms and provisions of this Second Amended Declaration shall control. If there is any conflict between the Declarations recorded in O.R. Book O852, Pages 0120 through 0141 and the Amended Declarations recorded at OR Book 1266, Page 773 through 747, Public Records of Citrus County, Florida together with any previous amendments thereto and this Second Amended Declaration, this Second Amended Declarations shall control.

IN WITNESS WHEREOF, this has been executed on behalf of the Association on this 8<sup>th</sup> day of November, 2004.

**TARAWOOD HOMEOWNER'S ASSOCIATION, INC.**  
a Florida not for profit corporation

Caroline Prestidge  
WITNESS Caroline Prestidge

Brenda Buta  
WITNESS Brenda Buta

By: [Signature]  
KEVIN CUNNINGHAM

Its: PRESIDENT

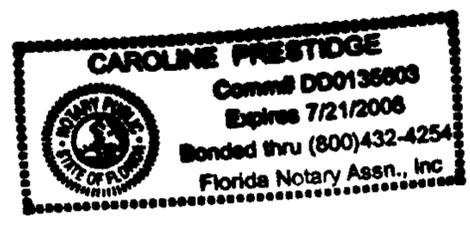
ATTESTED TO:

Jack L. Fryman  
Secretary

**STATE OF FLORIDA  
COUNTY OF CITRUS**

Before me personally appeared **KEVIN CUNNINGHAM**, as President of **TARAWOOD** Homeowners' Association, Inc., a Florida not for profit corporation, to me well known and acknowledged to and before me that he executed said instrument on behalf of **TARAWOOD** Homeowners' Association, Inc., for the purpose therein expressed.

WITNESS my hand and official seal this 8<sup>th</sup> day of November, 2004.



Caroline Prestidge  
Notary Public, State and County aforesaid  
My commission expires: \_\_\_\_\_

**TARAWOOD PROPERTIES, LLC**  
a Nevada Limited Liability Company

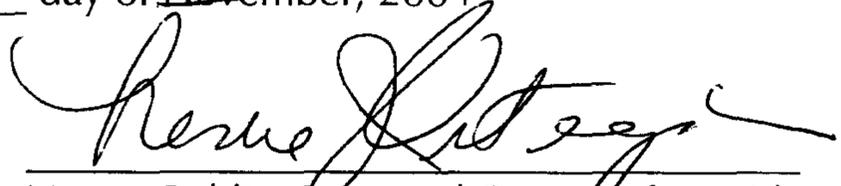
  
\_\_\_\_\_  
WITNESS  
  
\_\_\_\_\_  
WITNESS

By:   
\_\_\_\_\_  
KEVIN DIXON  
Its: MANAGING MEMBER

**STATE OF FLORIDA,  
COUNTY OF CITRUS**

Before me personally appeared **KEVIN K. DIXON**, as the managing member of **TARAWOOD PROPERTIES, LLC**, a Nevada Limited Liability Corporation, to me well known and acknowledged to and before me that he executed said instrument on behalf of **TARAWOOD PROPERTIES, LLC**, and agrees that **TARAWOOD PROPERTIES, LLC**, shall be bound by these Second Amended Declarations of Covenants, Conditions and Restrictions for Tarawood, Inc., and all prior Declarations of Covenants, Conditions and Restrictions for Tarawood, Inc., as amended.

Witness my hand and official seal this 6<sup>th</sup> day of Dec- November, 2004

  
\_\_\_\_\_  
Notary Public, State and County aforesaid  
My commission expires: \_\_\_\_\_



H:\WINWORD\TARAWOOD\SECOND AMENDED Declarations.doc

## **TARAWOOD HOMEOWNERS' ASSOCIATION (HOA) AMENDED RULES AND REGULATIONS**

- References:
- A. Articles of Incorporation March 22, 1989
  - B. Articles of Amendment to Articles of Incorporation September 24, 1998
  - C. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tarawood Inc. September 24, 1998
  - D. Second Amended Declaration of Covenants, Conditions and Restrictions for Tarawood Inc. November 8, 2004
  - E. Bylaws of Tarawood Homeowner's Association, Inc. April 19, 1990
  - F. Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tarawood Inc. April 9, 2012 (Article X - Architectural Control)

These Rules and Regulations are intended to clarify and elaborate on information in above references. This package also includes direction on the use of the common amenities of the community. Adherence to these rules and regulations should preserve a desirable community and benefit all the residents. The rules and regulations are effective upon posting on the bulletin board in the Clubhouse.

1. Tarawood Subdivision is registered with the Florida Commission of Human Rights as a Facility for Older Persons or more commonly referred to as an Adult Community. It is intended that at least one occupant at each residence will be fifty five years of age or older. All permanent occupants must be at least nineteen years of age. A "permanent occupant" is defined as a person who resides in a home in the Tarawood Subdivision for more than four weeks in any calendar year.
2. Guests, including relatives, are permitted for reasonable periods of time. Children under 19 years of age are welcome to visit for periods of time not to exceed two weeks per visit.
3. Homeowners intending to rent their home shall submit a Rental Request to the HOA's Board of Directors (BOD) for approval. A standard Rental Request form can be obtained from the BOD. The minimum rental period shall be one year, unless approval for an exception is obtained from the BOD.
4. There shall be no addition to, alteration of, or exterior repainting that substantially alters the exterior appearance of a home without the prior written approval of the BOD. If a driveway is painted, it should be painted only to the resident's edge of the curb and not the public roadways. No separate structures or utility sheds are permitted.
5. The homeowner shall attractively maintain homes and home-sites. The owner is responsible for the home, structural appurtenances and all items located on the home site, as well as cutting, watering, weeding and general care of the lawn (including fertilization and treatment for insect infestation) and also including trimming and edging. The HOA will maintain home sites, which are not maintained to the standards of the community and the cost will be

paid by the owner. Maintenance of the landscaping is the responsibility of the homeowner. Additional landscaping and shrubs may be planted. No planting is permitted on property lines.

6. Residents and guests shall not engage in commercial activity of any kind within the community.
7. No soliciting or peddling is permitted within the community.
8. Pets are limited to domestic dogs or cats which weigh 50 pounds or less. There shall be no more than two house pets per home. Pets must be kept on a leash at all times when outside a residence. Pet owners must collect and dispose of all waste generated within the community by their pets.
9. If you should desire to sell your home, you have the right to engage any person, or persons to assist you in the sale of your home provided that such person or persons are legally qualified. No sign of any kind shall be displayed to public view on a lot or the common area. The placing of lawn signs advertising the availability of a home for sale or rent is expressly prohibited. One advertising sign, no larger than one foot square, may be placed in the window of the home for sale or rent.
10. Fences, walls and other dividing instrumentality other than those erected by the developer for the convenience and security of the residents are prohibited.
11. Yard lights must be on between sunset and sunrise whether in residence or not.
12. No laundry line may be installed, with the exception of portable type clotheslines. Clothes shall be removed from the clotheslines as soon as they are dry.
13. The following apply to motorized vehicles:
  - a. automobiles and other vehicles shall be parked only on paved parking surfaces, driveways and within a garage;
  - b. no vehicle may be repaired except in a garage;
  - c. vehicles parked in the driveway must be two feet short of the roadway;
  - d. residents' recreational vehicles, trailers, boats, etc shall be parked only in the area designated for them;
  - e. guest recreational vehicles may be parked in the clubhouse parking lot for up to 48 hours. Other guest vehicles may be parked in the clubhouse parking lot for up to 10 days. Parking of vehicles will be at the owner's risk;
  - f. parking of derelict vehicles in public view is prohibited; and
  - g. overnight parking in the streets within the subdivision is prohibited. Unnecessary street parking should be avoided at all times.

- h. motor scooters and golf carts will be permitted on subdivision streets but must be stored in a garage or parked on a paved parking surface or driveway when not in use.
14. Residents and guests shall obey all posted speed limits in the community and if the speed limit is not posted, the speed limit is fifteen miles per hour.
15. The Clubhouse facility is first and foremost, for the use of Tarawood residents. Social organizers and users of the Clubhouse are expected to leave the Clubhouse in a clean and tidy condition upon completion of an event. All lights, fans and the stove must be turned off.
16. The recreational facilities at the Clubhouse (swimming pool, exercise room, pool/card room, washrooms with saunas and shuffle boards) and the Library are provided for the exclusive use of Tarawood residents and their invited houseguests. Any guest less than eighteen years of age must be accompanied by an adult resident or an adult houseguest when using the facilities. Recreational facilities are used at the user's risk.
17. The "social hall" area of the Clubhouse (the Clubhouse excluding the recreational facilities and the Library), may be made available, upon reservation through the BOD for use by residents for events such as birthdays, weddings, anniversaries and other such celebrations. A nonrefundable \$25.00 fee will be charged for events of less than 50 people and a nonrefundable fee of \$50.00 will be charged for events with 50 or more people. In addition, a refundable \$75.00 deposit is required. A Rental Requisition Form is available in the Clubhouse Library or from a member of the BOD. This form is to be completed when a resident wishes to reserve and use the "social hall" for an event. The premises must be returned to the way users found it, including removal of garbage, or the deposit will be forfeited.
18. Household garbage is to be placed in bags and taken to the trash dumpsters located at the south end of the subdivision. These dumpsters are for residents of Tarawood use only. All boxes and cartons must be broken down or cut up prior to placing them in the recycle bin. Only cardboard items may be recycled, and all other items should be put in the trash bins or taken to the County mixed recycle bins at Duval Island in Floral City. Yard waste shall not be placed in the dumpsters. No burning of yard waste or other material is allowed. All personal trash containers must be covered and stored out of sight.
19. Assessment payments to the HOA can be made annually, semi-annually, quarterly or monthly in advance. Payments are due by the first day of the month and become delinquent on the tenth calendar day of the month. A late charge of \$10.00 may be levied for payments not received on or before the tenth calendar day of each month.
20. If a resident wishes to place a complaint related to disregard of these rules and regulations such complaint must be in writing to the BOD and must be signed by the person lodging the complaint. Disputes between neighbors, including personal and domestic quarrels, are not within the purview of the HOA. The HOA's BOD will not become involved unless such activities become detrimental to the community at large.
21. It is the responsibility of the homeowner or tenant to convey to their guest(s) any rules and regulations that are applicable to them.

---

## **General Information**

The Tarawood HOA's BOD is authorized to enforce these rules and regulations. Any resident who requires a deviation from a rule or regulation can make a written request to the BOD for such deviation. The request should clearly state the reason and expected duration of the deviation.

One copy of these "Amended Rules and Regulations" will be posted on the bulletin board in the Club House and one copy will be available to the homeowner of each home. Soft copies will be emailed to homeowners where addresses are available. The Amended Rules and Regulations will also be filed with the Commissioner of Deeds, Citrus County, State of Florida and as such will be part of the Tarawood Subdivision's official documents.