

Spruce Creek South

Deed Restrictions

&

Covenants

6/15/2020

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Spruce Creek South

Deed Restrictions

&

Covenants

6/15/2020

**TWENTIETH AMENDED DECLARATION OF PROTECTIVE DEED
RESTRICTIONS AND COVENANTS FOR SPRUCE CREEK SOUTH**

SPRUCE CREEK GOLF, LLC, a Florida Limited Liability Company, hereinafter referred to as "DEVELOPER", hereby declares and records this TWENTIETH AMENDED DECLARATION OF PROTECTIVE DEED RESTRICTIONS AND COVENANTS FOR SPRUCE CREEK SOUTH, to be effective upon recording in the Public Records of Marion County, Florida, stating as follows:

WITNESSETH:

WHEREAS, the DEVELOPER is the "Developer" under that DECLARATION OF PROTECTIVE DEED RESTRICTIONS AND COVENANTS FOR SPRUCE CREEK SOUTH, recorded June 9, 1989, in Official Records Book 1583, Page 241 of the Public Records of Marion County, Florida, as most recently amended and restated by that NINETEENTH AMENDED DECLARATION OF PROTECTIVE DEED RESTRICTIONS AND COVENANTS FOR SPRUCE CREEK SOUTH, recorded June 16, 2014, in Official Records Book 6055, Page 82, of the Public Records of Marion County, Florida, and amended by that FIRST AMENDMENT TO NINETEENTH AMENDED DECLARATION OF PROTECTIVE DEED RESTRICTONS AND COVENANTS FOR SPRUCE CREEK SOUTH, recorded February 27, 2018, in Official Records Book 6721, Page 1186, of the Public Records of Marion County, Florida (the "Declaration"); and

WHEREAS, the DEVELOPER desires to provide for the preservation and enhancement of the property values and amenities in the SPRUCE CREEK SOUTH community and for the maintenance of the Common Areas and Recreational Areas (both as defined in the Declaration) and improvements thereon, and, for this reason, has subjected the Subject Property (as identified

in the Declaration and hereinafter identified) together with such Additions to Subject Property (as defined in the Declaration and hereinafter defined) as may be made from time to time in accordance with Article II, to the covenants, restrictions, easements, charges and liens in the Declaration, each and all of which is and are for the benefit of such property and each OWNER thereof; and

WHEREAS, the DEVELOPER has deemed it desirable to create an entity for organizing the recreational, social and cultural activities of SPRUCE CREEK SOUTH and to that end DEVELOPER has incorporated under the laws of the State of Florida, as a non-profit corporation, the SPRUCE CREEK SOUTH HOMEOWNERS' ASSOCIATION, INC., for the purposes 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), nor is the Association a Homeowners' Association as defined in Florida Statutes, Chapter 720; and

WHEREAS, the DEVELOPER wishes to amend and restate the Declaration as hereinafter set forth and has the full power and authority to do so without the joinder of Owners or mortgagees or the Association under Article XI of the Declaration;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the DEVELOPER declares that the Declaration is amended and restated to provide as hereinafter set forth, and the real property described as the Subject Property in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration as hereby amended and restated, and that such covenants and restrictions shall run with the real property and be binding on all parties having any right, title or

interest in the Subject Property or any addition thereto as described herein, including their heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

Section 1. Definitions. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Spruce Creek South Homeowners' Association, Inc., its successors and assigns.

(b) "Common Areas" shall mean and refer to those areas of land which may be depicted as Common Areas on any recorded subdivision plat of the Subject Property or Additions to the Subject Property, and which shall include without limitation, any private roads, drainage areas, easements for roads, walkways, parking areas and paths, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems (except for light posts on any lot, the operation, maintenance and electricity of which shall be the responsibility of the Homeowner of that lot), signage, structures, ponds and landscaping thereon. The DEVELOPER may in its sole discretion maintain, transfer and assign legal ownership of the Common Areas to the Association, subject only to the use rights granted herein to OWNER, which use rights shall not be construed to create in OWNER a legal interest in and to such Common Areas.

(c) "DEVELOPER" shall mean Spruce Creek Golf, LLC, a Florida corporation, or its assigns.

(d) "Declaration" means this Declaration of Protective Deed Restrictions and Covenants for SPRUCE CREEK SOUTH.

(e) "Residence" shall mean and refer to any building situated upon a lot designated and intended to be used and occupied as single family residence.

(f) "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Properties, which has been designated by the DEVELOPER to contain a Residence. The word lot shall also include the Residence located thereon when one has been constructed on the Lot.

(g) "Member" of the Association shall mean and refer to all owners of a Lot in the Subject Property and the DEVELOPER.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within the Subject Properties, including the DEVELOPER, but shall not mean or refer to any mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Recreational Areas" shall mean those areas of land, if any, shown and designated on any recorded subdivision plat of the Subject Property or Additions to the Subject Property as "recreational areas", including a community center, pool, tennis courts, handball courts and shuffleboard courts. Recreational areas may be used for recreational, social and cultural purposes by the Association and the Owners and their guests, invitees and lessees, or other persons authorized by the DEVELOPER, subject to the rules and regulations adopted by the DEVELOPER; provided, however, the DEVELOPER may in its sole discretion maintain, transfer and assign legal ownership of the recreation areas, subject only to the use rights granted herein to Owner, which use rights shall not be construed to create in OWNER, a legal interest in and to such recreational areas. The term "recreational area" shall not include any golf course or golf course amenities such as a club house, pro shop, maintenance buildings, restaurants or other

appurtenance thereto which may be constructed by the DEVELOPER and shown on any Additions to the Subject Property.

(j) "Recreational Vehicle" shall mean a van, truck, or other such vehicle which is designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

(k) "Rules and Regulations" means any and all rules and regulations duly promulgated by the DEVELOPER under this Declaration, Articles of Incorporation and By-Laws of the Association.

(l) "Subject Property" shall mean and refer to SPRUCE CREEK SOUTH I, according to the plat thereof as recorded in Plat Book 1, Pages 62-63, Public Records of Marion County, Florida, SPRUCE CREEK SOUTH II, according to the plat thereof as recorded in Plat Book 1, Pages 100-101, Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH III, according to the plat thereof as recorded in Plat Book 1, Pages 144-146, Public Records of Marion County, Florida and SPRUCE CREEK SOUTH IIIA, according to the plat thereof recorded in Plat Book 1, Pages 164-165, Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH IV, as per the plat thereof recorded in Plat Book 1, Pages 178-179, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH IIB, as per the plat thereof recorded in Plat Book 1, Pages 188, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH V, as per the plat thereof as recorded in Plat Book 2, Pages 12-13, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH VI, as per the plat thereof recorded in Plat Book 2, Pages 49-50, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH VIIA, as per the plat thereof recorded in Plat Book 2, Pages 90-91, of the Public Records of Marion County, Florida, and SPRUCE CREEK

SOUTH VIIB, as per the plat thereof recorded in Plat Book 2, Pages 120-121, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH VIII, as per the plat thereof recorded in Plat Book 2, Pages 126-127, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH IX, as per the plat thereof recorded in Plat Book 2, Pages 139-140, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH IXA, as per the plat thereof recorded in Plat Book 2, Pages 147-148, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH X, as per the plat thereof recorded in Plat Book 2, Pages 155-156, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XI, as per the plat thereof recorded in Plat Book 2, Pages 169-170, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XII, as per the plat thereof recorded in Plat Book 2, Pages 190-191, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XIII, as per the plat thereof recorded in Plat Book 3, Pages 12-13, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XIV, as per the plat thereof recorded in Plat Book 3, Pages 42-43, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XVI, as per the plat thereof recorded in Plat Book 3, Pages 62-63, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XV, as per the plat thereof recorded in Plat Book 3, Pages 97-98, of the Public Records of Marion County, Florida, and SPRUCE CREEK SOUTH XVII, as per the plat thereof recorded in Plat Book 7, Pages 3-4 of the Public Records of Marion County, Florida. The DEVELOPER reserves the right to make such changes and/or modifications to the plat as are deemed necessary by the DEVELOPER in its sole discretion.

(m) "Additions to Subject Property" shall mean any other property which the DEVELOPER now owns or may acquire in the future which becomes subject to this Declaration

or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Subject Property, which shall be added from time to time may be of any size and contain any number of Lots and in any sequence and any commercial or multi-family developments as determined by the DEVELOPER, along with any Common Areas and Recreational Areas deemed appropriate by the DEVELOPER.

(n) "Spruce Creek South" or "The Properties" shall mean and refer to the Subject Property, and Additions to Subject Property, which are subject to the Declaration and/or Supplemental Declaration recorded under the provisions of Article II hereof.

(o) "Articles of Incorporation" and "By-Laws" shall mean the Article of Incorporation and By-Laws of Spruce Creek Homeowners' Association, Inc.

ARTICLE II

Property Subject to this Declaration and Additions to Subject Property

Section 1. Subject Property. The Subject Property, as heretofore defined and any improvements now or hereafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additions to Subject Property. The DEVELOPER from time to time, and at any time, and in its sole and absolute discretion cause additional lands to become subject to this Declaration, which additional lands have been herein above defined Additions to Subject Property; and until such time as such additions are made to the Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or become subject to this Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the

scheme of the Declaration said property, the DEVELOPER shall not be obligated to submit such property to this declaration or make such property a part of SPRUCE CREEK SOUTH. However, in the event DEVELOPER submits such property to this Declaration, DEVELOPER shall have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the additions to Subject Property authorized under this Article shall be made by the DEVELOPER by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to those Additions to the Subject Property which shall subject those particular Additions to the Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended as provided for herein or in said Supplemental Declaration of Covenants and Restrictions. Such additions shall be made whenever the DEVELOPER in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declarations making additions to SPRUCE CREEK SOUTH be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declaration shall be made by DEVELOPER and shall not require consent of any person or entity, including without limitation, any OWNER, Member, mortgagee of a Lot or Residence, or the Association. Such Supplemental Declarations may contain such additions and modifications to these Declarations and 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 Additions to Subject Property. The OWNER of each Lot located in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions submitting the Additions to Subject Property in which the Lot is located in the terms

of this Declaration, is recorded in the Public Records of Marion County, Florida. At and after that time the owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including without limitation the obligation for payment of assessments as provided therein. Upon filing, any Supplemental Declaration of Covenants and Restrictions shall be considered a part of the Declarations and the term "Declaration" as used, herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section 1. Owner's Easements in Common Areas. Subject to the provisions of Section 2 and the additional provisions of this Declaration, every OWNER, his guests, and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all the Common Areas, for the purpose for which they are created as defined herein or on any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every Lot. Such easements of enjoyment and use shall include, but not limited to, the OWNER'S right of ingress and egress over the streets, roadways and walkways on the Common Areas for purposes of access to a Lot and DEVELOPER shall have a right of ingress and egress for itself and its guests, agents, employees, invitees, licensees and tenants over such streets, roadways and walkways during any time the DEVELOPER is constructing or repairing a Residence thereon, renting a Residence belonging to DEVELOPER, or providing any other service or activity required of or allowed to DEVELOPER in the Declaration. No owner shall have any greater or lesser rights than any other owner or the DEVELOPER in any Common Area which encumbers such OWNER'S lot. The DEVELOPER reserves the right to promulgate

and enforce written or posted rules and regulations regarding the use of streets, roads and sidewalks within the development by all persons operating a vehicle. The failure of any guest, tenant, or other invitee of an Owner to abide by the written or posted vehicle and traffic control devices or signs may result in the loss of that person's right or permission to use the streets, roads and sidewalks of the development.

Section 2. Cross Easement Rights in the Common Areas. It is the intention of the DEVELOPER that SPRUCE CREEK SOUTH will be divided into separate Lots. At the time a Supplemental Declaration of Covenants and Restrictions are recorded in the Public Records of Marion County, Florida, bringing any of the Additions to Subject Property into SPRUCE CREEK SOUTH, all OWNERS in SPRUCE CREEK SOUTH, whether in any plat for the Subject Property or the plat for any additions to Subject Property, shall have a right and perpetual nonexclusive easement of enjoyment and use in all the Common Areas in SPRUCE CREEK SOUTH, regardless of where the Common Areas are located, and such easement shall pass with title to every Lot and shall not be separated from lot ownership.

Section 3. Recreation Areas. DEVELOPER intends to construct certain improvements on the Recreational Areas for the use of the Owners and other persons. DEVELOPER reserves the right to grant some or all of the OWNERS in any Additions to Subject Property into SPRUCE CREEK SOUTH developed after the Subject Property, the right to use some or all of the Recreational Areas on a non-exclusive basis with OWNERS in the Subject Property and likewise DEVELOPER reserves the right to allow some or all of the OWNERS in the Subject Property to use some or all of the Recreational Areas in any Additions to Subject Properties

Section 4. Delegation of Use. Any OWNER may delegate his right of enjoyment to the Common Areas and Recreation Areas to the members of his family and his bona fide guests

(defined as any guest staying with the owner for twenty-four (24) hours or more), his tenants, who reside in his Residence, subject to such rules and regulations that may be established from time to time by the DEVELOPER.

Section 5. Rules and Regulations. DEVELOPER shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and regulations for the use of Common Areas and the Recreation Areas, including the promulgation of written rules and the posting of traffic control devices and signs regulating the use of streets, roads and sidewalks of the development. DEVELOPER shall also have the right to enforce the traffic regulations by terminating the right of a guest, tenant or other invitee permitted access to the development by the DEVELOPER to use said streets, road or sidewalks if that person has been determined by the DEVELOPER to have violated the promulgated rules or posted traffic control devices which are designed to protect the safety of all persons who have access to and use of the streets, roads and sidewalks of the Development.

ARTICLE IV

The Association

Section 1. Association. Spruce Creek South Homeowners' Association, Inc. (the "Association"), a Florida Corporation not-for-profit, has been organized to provide for organizing the recreational, social and cultural activities of SPRUCE CREEK SOUTH, 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), nor is the Association a Homeowners' Association as defined in Florida Statutes, Chapter 720.

Section 2. Membership. Every OWNER of a Lot and the DEVELOPER shall be a member of the Association. Except in the case of DEVELOPER, membership shall be appurtenant to and may not be separated from ownership of any Lot or Residence.

ARTICLE V

Membership in the Association

Section 1. Membership. The Members of the Association shall consist of the DEVELOPER and all OWNERS of the Lots within the Properties. Any person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument establishing a record title to a Lot in the Properties. The OWNER designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new OWNER shall notify the Association and the DEVELOPER of the recording of the deed or other instrument establishing record title and shall furnish the Association and DEVELOPER a certified copy of such instrument.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1. Purpose of Assessments. The assessments levied by the DEVELOPER shall be used in the sole and absolute discretion of the DEVELOPER for the purpose of promoting the recreation, health, safety and welfare of the residents of SPRUCE CREEK SOUTH, including, but not limited to, reasonable profit for the DEVELOPER or its assigns, recoupment of capital improvement costs, interest expenses, depreciation, the payment of taxes and insurance for the

common and recreational areas, constructing, maintaining, operating, repairing and replacing improvements on the Common Areas and Recreational Areas; enforcing the Covenants and Restrictions; and for the maintenance, operation, repairing and replacing of properties, services and facilities which have been or subsequently may be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas and Recreational Areas. Assessments levied include, but are not limited to, the payment of taxes and insurance for the Common Areas and Recreational Areas, and repair replacements and additions thereto, and for the cost of labor, professional fees, equipment, materials, management and supervision thereof. The assessments shall also be used for maintaining the lawns and landscaped areas of the Common Areas and Recreational Areas, for all utility costs including electricity, water, gas and telephone and used in connection with the foregoing, garbage and trash collections, twenty-four hour security service, cable television reception service, and for the repair and maintenance of the facilities. The assessments may also provide reasonable reserves for deferred maintenance and replacements, for construction of Common Areas, Recreation Areas, and shall also be used as a means of enforcing compliance with these restrictions. These assessments are fees for those services provided by the DEVELOPER, and are not intended to represent a prorated share of the actual expense and the DEVELOPER is entitled to retain any excess amounts collected from the Owners over costs and expense in providing such services.

Section 2. Assessments. Each OWNER of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the DEVELOPER:

(1) an annual assessment payable in advance in equal monthly installments on the first day of each month. Such assessments shall be for any costs and expenses relating in any

way to any of the items described on Section 1 above other than for road and drainage (which is subject to a specific assessment as described in subsection (3) below).

(2) special assessments that the DEVELOPER deems appropriate for violations of the Declarations and damages resulting therefrom as provided in this Declaration.

(3) roads and drainage assessments, such assessments to be fixed, established and collected from time to time for the maintenance and repair of the roads and drainage areas and facilities of the Common Areas in perpetuity. These funds will be deposited in an interest-bearing escrow account and will be withdrawn by DEVELOPER in its sole and absolute discretion only for the maintenance and repair of any and all such roads and drainage areas.

The DEVELOPER shall not be required to pay any assessments whether annual or special for any Lot it owns in SPRUCE CREEK SOUTH; provided, however, DEVELOPER shall be required to pay for road and drainage assessments, if any, which are assessed against any Lots it owns in SPRUCE CREEK SOUTH. All such assessments, together with such interest thereon and costs of collection there of including, with limitation, reasonable attorneys' fees incurred by the DEVELOPER incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any shall constitute a continuing lien upon the Lot against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including with limitation, reasonable attorneys' fees incurred by the DEVELOPER incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the

personal obligation of the person who is the OWNER of such Lot at the time the assessment is due and payable. No assessments may be offset by any claims by an OWNER or the Association against DEVELOPER for any reason.

Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty days after the due date, a late fee may be charged by the DEVELOPER, and the DEVELOPER may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due, and declare the entire assessment as to that delinquent OWNER due and payable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by law. Accounts delinquent in excess of sixty (60) days or those twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and shall be subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of Common Areas, the Recreation Areas, or abandonment of his Lot.

Section 4. Rights of Developer to Collect Delinquent Assessments. Liens for assessments may be foreclosed by suit brought in like manner as a foreclosure of a mortgage on real property. The DEVELOPER may also sue to recover a money judgment for unpaid assessments against the OWNER personally obligated to pay same without waiving the lien securing same.

Section 5. Method of Setting Annual and Road and Drainage Assessments. The annual assessment may be initiated, increased and decrease by the DEVELOPER after considering current construction, operation, maintenance and repair costs and expenses and estimated future construction, operation, maintenance and repair costs and expenses.

Section 6. Special Assessments. Special Assessments may also be collected and enforced as provided in Article VI.

Section 7. Estoppel Certificates. Upon demand, the DEVELOPER shall furnish a certificate in writing signed by an officer of the DEVELOPER to any OWNER liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid. The DEVELOPER shall have the right to charge a reasonable fee for the Certificate of Assessment Liability.

Section 8. Allocation of Assessments Among Lots. The allocation of road and drainage assessments shall be set so that all Lots shall be assessed at an equal rate.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) Any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use.

(b) All Common Areas as defined in Article I, Section 1(b), and all Recreational Areas as defined in Article I, Section 1(1).

(c) All portions of the Properties owned by the DEVELOPER or in which the DEVELOPER has an interest, except to the extent such property would be subject to a road and drainage assessment as provided in Section 2 (3) hereinabove.

ARTICLE VII

Maintenance

Section 1. Maintenance by the Owner. Unless designated as the responsibility of the DEVELOPER in Section 2 of Article VII, each OWNER is responsible for maintenance in good

order, condition and repair of the interiors and exteriors of Residences and of all mechanical equipment, plumbing and electrical facilities located on the Lot servicing the Residence thereon, and any pool, hot tub, spa or similar facility located on a Lot, and any equipment and appurtenances. The OWNER shall promptly perform such maintenance so as to keep the Residence and Lot in a good state of repair. Specifically, it is the responsibility of the homeowner to keep algae, mold, mildew, and dirt off of the roof, gutters, soffits, siding, shutters, awnings, driveway, sidewalk, and light posts. No owner shall in any way maintain, modify or improve any areas for which the DEVELOPER has the responsibility for maintenance without prior written consent of the DEVELOPER. Each Lot Owner grants the DEVELOPER an easement to enter onto the property to maintain and repair it if the OWNER fails to perform required maintenance within ten (10) days of DEVELOPER'S written demand that the Lot Owner perform maintenance. Each lot Owner agrees to hold DEVELOPER, its employees and agents harmless for any maintenance actions taken. Each Lot Owner agrees to reimburse DEVELOPER for its costs associated with Lot maintenance. Each lot Owner agrees that, if not paid within ten (10) days, the cost of the Lot maintenance shall constitute a lien against the Lot enforceable, in accordance with the provisions of Article XII.

Section 2. Maintenance by the DEVELOPER. The DEVELOPER shall be responsible for the exclusive maintenance, and repair of the following:

(a) Lawn and Shrubs. The DEVELOPER shall maintain and care for the lawn and shrub areas within the Properties which are part of the Common Areas and Recreational Areas other than areas within utility and road easements over Lots, which shall be the responsibility of the OWNER under Section 1 of Article VII. Such maintenance by the OWNER shall be limited

to mowing, trimming and edging of lawns and shrubs. The DEVELOPER in its sole discretion shall determine the need for replacement and/or improvement of landscaping, lawns and shrubs.

(b) Private Roads, Walkways, Parking Areas and Paths. The DEVELOPER shall maintain and repair all private roadways, walkways, parking areas, paths and drainage areas, in any, throughout the Properties. In the event any such roadways, walkways, parking areas, path or drainage areas are damaged as result of negligence of an OWNER, or his family, guest, licensee, invitee, or tenant, the DEVELOPER may repair or replace such damage and demand reimbursement from such OWNER by delivery of written notice thereof. If such OWNER does not reimburse DEVELOPER within fifteen (15) days of such notice, DEVELOPER may levy a special assessment against OWNER for reimbursement, as provided in Section VI.

Section 3. Developer May Contract for Services. The DEVELOPER may contract for the management of all or part of the properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The DEVELOPER may contract with public or private utility companies, including without limitation a private utility company with which DEVELOPER is affiliated or controls, for purposes of supplying utility services to the Properties and the costs and expenses charged by such utility companies shall be separately billed to the OWNER of a Lot by such utility companies and shall not be included in the annual assessments.

ARTICLE VIII

Restrictive Covenants

Section 1. The Properties Subjected to Restrictive Covenants. In addition to other restrictions, reservations and conditions set forth elsewhere in this Declaration, the Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding

upon each and every OWNER, with the exception of the DEVELOPER, who shall acquire hereafter a Lot or any portion of the Properties, and shall be binding upon their respective heirs, personal representative, successors and assigns.

Section 2. Residential Use. All lots in SPRUCE CREEK SOUTH shall be used for single family residential purposes by single family units, which at no time shall consist of more than four (4) persons. No owner of a lot in SPRUCE CREEK SOUTH shall convey an ownership interest in their lot or lots less than that which they own. No owner shall own any more than two (2) lots within SPRUCE CREEK SOUTH. No owner may rent their house for a period of less than three months. Notwithstanding the provisions of this paragraph, DEVELOPER and/or its assigns and successors any from time to time designate certain lots in SPRUCE CREEK SOUTH for use or uses as parks, recreational areas, office facilities, utility facilities, storage facilities, vehicular and equipment parking and storage facilities to serve the lots or lot owners.

Section 3. Subdividing Lots. No lot or lots in SPRUCE CREEK SOUTH shall be subdivided or divided into any parcels, tracts or lots smaller in size than that which was originally conveyed by DEVELOPER to the initial purchasers unless necessary to correct an encroachment onto another Lot. No lot in SPRUCE CREEK SOUTH shall contain more than one (1) single family residence or dwelling. DEVELOPER reserves unto itself the right to subdivide, redivide and/or divide into parcels, tracts or lots, any or all of the real property owned by the DEVELOPER contained in SPRUCE CREEK SOUTH Subdivision, and the DEVELOPER reserves unto itself and its successors and assigns the right to use any of the real property owned by the DEVELOPER in SPRUCE CREEK SOUTH Subdivision for commercial purposes.

Section 4. Set Backs. All structures, buildings, additions, or improvement other than the landscaping shall be set back in accordance with applicable County ordinances and regulations, including any variances thereto for which DEVELOPER applied.

Section 5. Developer's Approval. No structures, building, additions, or improvements shall be built without the lot owner first obtaining the express written approval of the DEVELOPER. The DEVELOPER shall have the exclusive right in its sole discretion to approve or disapprove a proposed structure, building, addition, improvement to the exterior of the residence or shed and to determine the size, materials, design, color, construction method and location of any such proposed construction. The DEVELOPER further reserves the right to restrict access to the Development of lot owners' business invitees and those persons or businesses which have contracted with or have been hired or engaged by the lot owner to provide any construction, maintenance, landscaping or other business services to those individuals and companies which meet the license and insurance requirements which may be published from time to time by the DEVELOPER. Any such individual or corporate business invitee who does not comply with the DEVELOPERS'S published requirements for business invitees will be denied entrance into the development.

Section 6. Senior Citizen Development. The DEVELOPER has designated and developed SPRUCE CREEK SOUTH for the purpose of providing single family residential subdivision possessing an aesthetically attractive, quiet, comfortable, environment conducive to a style of living desired by senior citizen persons. To assure all Lot Owners in SPRUCE CREEK SOUTH that the heretofore mentioned environment shall remain constant, no persons under eighteen (18) years of age shall occupy or permanently reside or live in any dwelling or residence or on any Lot or Lots in SPRUCE CREEK SOUTH; except members of a Lot Owner's family under the

age of eighteen (18) years may visit and stay with Lot Owner for a period of time not to exceed thirty (30) days in any calendar year. It is the intention of the DEVELOPER to develop the subject property in a manner which qualifies as an older person exemption to the Fair Housing Act. Accordingly, no dwelling shall be occupied by any person unless at least one of the residents of the dwelling is at least fifty-five (55) years of age or older. No Lot shall be conveyed to any person or persons, nor shall any interest of any kind be conveyed, nor shall any Lot be leased, rented or loaned until such time as the DEVELOPER has received satisfactory verification of the age or ages of any proposed buyer(s) or renter(s) to ensure that the requirements of this section have been met and has given its written approval of the proposed buyer(s) or renter(s). All leases, rental agreements or loan agreements shall contain a clause which shall cause immediate termination of the lease, rental or loan in the event of non-compliance of this section and shall irrevocably name the DEVELOPER as attorney-in-fact to enforce said agreements. By acceptance of a deed to any Lot in SPRUCE CREEK SOUTH, the Lot Owner covenants that the Owner and all other occupants shall comply with the requirements set forth in this section, all requests to comply with any survey, provide any affidavit requested or required under any regulation issued by the U.S. Secretary of Housing and Urban Development, and shall fully cooperate with the DEVELOPER and all governmental authorities to ensure qualification of the aforesaid exemption.

Section 7. Parking. No motor homes, recreational vehicles, boats, trailers, commercial vehicles or watercraft (herein after referred to collectively and singularly as "vehicle(s)") shall be kept or parked on any lot in excess of seventy-two (72) hours during any calendar month except in a garage or other areas which may be designated by DEVELOPER in its discretion for such use. All commercial motor vehicle, travel trailers, motor homes, boats and trailers must be

parked and/or stored by their owners in designated parking areas to be provided by the DEVELOPER. The DEVELOPER may charge a reasonable fee for the storage and/or parking of aforementioned vehicles, trailers, motor homes, boats and trailers in the designated parking areas. Said fee, if unpaid after fifteen (15) days from written notice delivered by DEVELOPER to OWNER, therefore shall be assessed as a special assessment by DEVELOPER under provisions of Article VI and shall become a lien against the Lot of the owner of said vehicle, enforceable as provided in Article VI. Parking and storage of vehicles shall be limited to the driveways of Lots and other areas specifically designated by the DEVELOPER. All vehicles must be parked on the concrete driveway of the Lot. No vehicle may be parked on the right of way or road on a regular basis or overnight. No more than two (2) vehicles may be parked in the driveway of any lot at any one time so as to be visible from any street, the Common Area or any Lot. Nothing in the preceding sentence shall be interpreted so as to prohibit any Lot Owner from owning or possessing more than two vehicles so long as the other requirements of this paragraph are met. No motor vehicles without current license plates shall be stored and/or parked on any lot.

Section 8. Storage of Materials. No scrap metal, junk, or salvage materials, items, or articles whether the same be in the form of wrecked or junked inoperable or unlicensed vehicles, discarded appliances, discarded furniture, discarded equipment, discarded building materials, etc., shall be stored, placed, or maintained outside any structure on any lot in SPRUCE CREEK SOUTH. Each Lot owner grants the DEVELOPER an easement to enter onto the property to remove stored materials if the OWNER fails to perform required removal within ten (10) days of DEVELOPER'S written demand that the Lot Owner remove stored materials. Each Lot Owner agrees to hold DEVELOPER, its employees and agents harmless for any removal actions taken.

Each Lot agrees to reimburse DEVELOPER for its costs associated with removal of stored materials. Each Lot owner agrees that, if not paid within ten (10) days, the cost of removal shall constitute a lien against the lot enforceable in accordance with the provisions of Article XII.

Section 9. Motor Vehicle Repairs. No OWNER of any Lot, a member of his or her family, employees, agents, servants, or tenants shall engage in construction, reconstruction, repair or maintenance any motor vehicle, whether said motor vehicle is owned by the Lot Owner or not, except, however, the provisions of this paragraph shall not be construed to mean that a Lot Owner may not wash and/or polish, change a tire, or change the oil on a motor vehicle which they own, on their lot.

Section 10. Signs. No advertising signs, including signs advertising the sale or lease of any lot or house shall be erected or placed or allowed to be erected or placed on any Lot without prior consent of the DEVELOPER, including any signs inside any house visible through any windows without the prior written consent of DEVELOPER. The DEVELOPER reserves the right to grant and/or deny in its sole discretion, its consent. DEVELOPER, however, reserves unto itself the right to erect advertising signs on lots owned by DEVELOPER. When advertising the sale or lease of a home, one standard real estate sign is allowed to be placed in the front window. For homes located on the golf course or a corner lot, an additional sign may be placed in the back window or side window respectively. An exception may be made if a sign is obstructed from view due to hedges, awnings, etc. Then it may be placed in another location but only after approval by the DEVELOPER.

Section 11. Pets. No poultry, birds (except small house birds, livestock, or other animals shall be kept, maintained, or raised on any lot or lots within SPRUCE CREEK SOUTH, except, however, a lot owner may keep and maintain no more than three (3) household pets. All dogs

and cats must be confined to the property of the owner at all times and may not run at large. No pet will be allowed to act in such a way as to create a nuisance to other OWNERS or Residents. All pets are prohibited in all Recreational areas and clubhouses, Golf Course property, other owner's lots, or other common areas except for those areas designated by the DEVELOPER

Section 12. Business Activity. No business, commercial enterprise, or business activity which have no outward appearance to the community or of any kind shall be carried on or conducted on or from any lots except those businesses, commercial enterprises, and business activities exempted by DEVELOPER on lots owned by the DEVELOPER, as provided herein.

Section 13. Fences. No fences shall be erected, constructed or placed on any lot without prior consent of the DEVELOPER. All fences that are allowed to be erected may not exceed the height of four feet (4) and must be of metal chain link, vinyl, or decorative metal construction. Ne fences, with or without the consent of the DEVELOPER, shall be erected, constructed or placed in the front yard of any lot in SPRUCE CREEK SOUTH.

Section 14. Gardens. No vegetable garden may be grown or cultivated in the front or side yard of any lot in SPRUCE CREEK SOUTH and no vegetable garden may be grown or cultivated in the back yard of any lot in SPRUCE CREEK SOUTH that exceeds two percent (2%) of the gross square footage of the lot.

Section 15. Hedges. No hedge on the front or side yard(s) of the property shall be allowed to exceed the height of four (4) feet nor exceed the height of five (5) feet at the rear of the property on any lot in SPRUCE CREEK SOUTH.

Section 16. Water System. The central water utility approved by the DEVELOPER shall be the only central water system supplier for all lots in SPUCE CREEK SOUTH. Each Lot Owner agrees to pay all water consumption charges properly submitted to said OWNER. No

wells may be placed on any lot in SPRUCE CREEK SOUTH, except, however, the DEVELOPER hereby reserves unto itself the right to grant to an individual lot owner, upon written request, the right place a well on the lot Owner's property for the sole purpose of providing water for irrigation if the utility company agrees. The lot owners shall be liable for reasonable fees charged by the utility supplier.

Section 17. Sprinkler Systems. No lot owner in SPRUCE CREEK SOUTH shall place, install or construct upon any lot or lots in SPRUCE CREEK SOUTH, or allow to be placed, installed or constructed upon any lot in SPRUCE CREEK SOUTH, a fixed water sprinkler system for irrigation purposes and/or a water well, without prior written consent of DEVELOPER, or its assigns. Under no circumstance shall any lot owner in SPRUCE CREEK SOUTH, with or without the consent of the DEVELOPER, or its assigns, be allowed to place, install, or construct a water well on his lot or lots for any other purpose other than to provide water for this fixed water sprinkling system for irrigation purposes only for his lot.

Section 18. Alterations. No lot owner in SPRUCE CREEK SOUTH shall change, alter, modify, add to or delete from any existing structure on his lot without first receiving written permission from DEVELOPER or its assigns. No structure, building, swimming pool, or addition to any house on any lot in SPRUCE CREEK SOUTH including additional concrete or asphalt installations shall be erected, constructed, or placed on any lot in SPRUCE CREEK SOUTH without prior written consent and approval of DEVELOPER or its assigns.

Section 19. Burning. No lot owner in SPRUCE CREEK SOUTH shall burn any trash, debris, or refuse or allow any other person to burn trash, debris or refuse or any lot in SPRUCE CREEK SOUTH, except, however, DEVELOPER reserves unto itself the right to burn debris as a result of clearing and cleaning tracts and lots in SPRUCE CREEK SOUTH.

Section 20 Temporary Structures Not to be Used as Residences. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other out build in shall be erected or placed on a lot at any time, nor shall anything other than the residence be used as a residence, either temporarily or permanent.

Section 21. Nuisances. Lot Owners within SPRUCE CREEK SOUTH shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of SPRUCE CREEK SOUTH. No obnoxious or offensive activity shall be allowed, maintained, or carried on by any owners their employees, servants, and agents on any lot in SPRUCE CREEK SOUTH which would cause discomfort, embarrassment, or annoyance to any other lot owner.

Section 22. Garbage. All garbage and trash must be kept, stored, or placed in approved containers to be specified by DEVELOPER and located only on the lot as approved of by the DEVELOPER. Fences enclosing trash can just be of the type approved by the DEVELOPER. Garbage containers may be placed by the curb 24 hours before the day of collection and must be removed 24 hours after the day of collection.

Section 23. Mailboxes. Mailboxes for all lots in SPRUCE CREEK SOUTH must be uniform in design as initially provided by the DEVELOPER and said mailboxes shall contain only the name and address of the occupant of said lot. The replacement of all mailboxes and light posts must be of identical design as that of the original, unless approved in writing by the DEVELOPER.

Section 24. Exterior Lighting. All exterior lighting on any lot in SPRUCE CREEK SOUTH must be designed and erected so as to avoid any annoyance to any other lot owner and must be approved by the DEVELOPER, for security purposes, all lots in SPRUCE CREEK

SOUTH shall have an operable front yard lamp as provided by the DEVELOPER and all lots owners must at all times maintain said lamp in a working condition, and insure that this light remain on a all times during all hours of darkness.

Section 25. Window Air Conditioners. No lot owner in SPRUCE CREEK SOUTH shall construct, erect, or place on their lot any window air conditions unit with the prior consent of the DEVELOPER.

Section 26. Clotheslines. It is prohibited to hang and/or dust garments, rugs or any other materials from the windows, balconies or from the exterior of any living unit. Outside clotheslines or other exterior clothes drying facility are prohibited except on portable umbrella type clothesline which may be used if desired. All clotheslines must be removed and stored inside the living unit when not in use. Under all circumstances, all clotheslines must be located in the backyard only and within fifteen (15) feet of the living unit and such clotheslines may be kept outside from 7:00 AM – 6:00 PM on weekdays and between 8:00 AM – 4:00 PM on weekends.

Section 27. Outside Storage. No items or articles of any kind shall be stored, or hung outside any house, including, but not limited to, items such as garden tools, ladders, and garden equipment.

Section 28. Lattices and Screens. Lattice type screen, roll screens, etc., and other types of screening are specifically limited to interior of homes and screen rooms. These screens are specifically prohibited from carports and walkways without the prior written consent of the DEVELOPER.

Section 29. Outside Decoration. OWNERS may have seasonal decorations, such as Christmas decorations, for periods not to exceed two (2) weeks before and one (1) week after the

holiday to which such decorations are applicable; however Christmas Decorations are allowable any time after Thanksgiving through the second week in January. Any suitable size American flag may be appropriately displayed.

Section 30. Modifications. The DEVELOPER reserves the right in its sole and absolute discretion to make modifications, clarification, changes and interpretations of all restrictions and covenants contained herein, as provided hereafter and its determination shall be final.

Section 31. Violations of Covenants. If any person shall violate or attempt to violate, or in any way fail to abide by any of these covenants and restrictions, it shall be lawful for the DEVELOPER, its assigns, or any other person(s) owning any lot in SPRUCE CREEK SOUTH to conduct such legal proceedings as are available to enforce obedience, to prevent further or continued violation, and to recover damages, attorney's fees, court costs and litigation costs and expenses for such violations or attempted violation.

Section 32. Duration. The protective covenants and restrictions as approved for herein for SPRUCE CREEK SOUTH shall run with the title to all the land, tracts, parcels and lots contained in the Plat of SPRUCE CREEK SOUTH, their successors and assigns in title forever. Failure of DEVELOPER or the lot owners, or any property association that may be formed, consisting of lot owners, to enforce any of these protective deed covenants and restrictions as set forth herein, shall not nullify any of the covenants and/or restrictions, or in any way to be interpreted as a waiver by the DEVELOPER, lot owners, or property owners association, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the protective deed covenants and restrictions contained herein.

Section 33. Assignments. All legal title, rights, powers and privileges reserved unto the DEVELOPER herein are specifically assignable to the full extent of each. A recorded assignment of any such title, rights, powers and privileges shall entitle all persons to deal with the assignees thereof (as of right, power, or privilege assigned) as true and lawful owner or holder thereof.

Section 34. Validity. If any portion of this Amended Declaration Of Protective Deed Restrictions And Covenants for SPRUCE CREEK SOUTH is declared unconstitutional or if the applicability of this Declaration Of Protective Deed Restrictions And Covenants for SPRUCE CREEK SOUTH against any person or in any circumstances is held invalid, the validity of the remainder of these protective deed restrictions and covenants and the applicability of these protective deed restrictions and Covenants shall not be affected thereby. If any word, sentence, phrase, clause, section, article or portion of the protective deed restrictions and covenants shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE IX

Insurance And Taxes

Section 1. Insurance. Property and casualty insurance on the Common Areas and the Recreational Areas shall be maintained by the DEVELOPER or the DEVELOPER's successor in interest. The DEVELOPER shall also purchase public and general liability insurance, and such other insurance as may be necessary on the Common Areas and the Recreational Areas in the judgment of the DEVELOPER and for the purposes of properly insuring the Common Areas and Recreational areas. The DEVELOPER shall also purchase liability insurance covering the

DEVELOPER's directors and officers. The premiums for all insurance policies purchased by the DEVELOPER shall be deemed to be general expenses for SPRUCE CREEK SOUTH and shall be paid by the OWNERS through the annual assessments against lot.

Section 2. Taxes. All real estate ad valorem and personal property taxes assessed, together with any assessments made by any governmental or quasi-governmental agency assessed against a Lot shall be the responsibility of the OWNER of the Lot.

Section 3. Common Area Taxes. The DEVELOPER shall be responsible for paying all real property and personal property taxes assessed against the Common Areas and the Recreational areas, and any personal property located thereon owned by the DEVELOPER. Such taxes shall be deemed to be general expenses for SPRUCE CREEK SOUTH and shall be paid by the OWNERS through the annual assessment.

ARTICLE X

Additional Covenants And Restrictions

Except for the DEVELOPER, no OWNER, nor the Association or any other person or entity without the prior written approval of the DEVELOPER, may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XI

Amendment

Section 1. Amendments. The DEVELOPER, in its sole and absolute discretion, shall have the right and power of amendment of this Declaration and such amendment by the DEVELOPER shall not require the joiner of OWNERS or mortgagees or the Association, or any other party having any interest in the Properties. Such right to amend shall include without

limitation the right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated if the DEVELOPER, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Notice Of Amendment. Recording of an amendment, properly made in accordance with the terms of Section 1 of this Article XI, shall be deemed notice to all OWNERS of the Terms thereof, and all OWNERS shall be bound by its terms.

Section 3. Amendment Of Articles And Bi-Laws. The Articles of Incorporation and By-Laws shall be amended in the manner provided in such documents.

ARTICLE XII

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles Of Incorporation, or any rules and Regulations, it shall be lawful for the DEVELOPER, (a) to initiate proceedings for the recovery of damages against those so violating, or attempting to violate, any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or seeking any other legal or equitable relief available. Should the DEVELOPER be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not

judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectable from the party against whom enforcement is sought. In any proceedings by the DEVELOPER against an OWNER, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the OWNER's Lot. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the DEVELOPER to enforce any covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in any event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof.

Section 2. Special Assessment. In addition to all other remedies provided in this Declaration, the DEVELOPER, in its sole and absolute discretion, may levy a special assessment upon an OWNER for failure of the OWNER, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration or any rules or regulations, including without limitations, the rules and regulations of the Recreational Areas and the Common Areas and failure to pay to or reimburse DEVELOPER for any sums owed by OWNER to DEVELOPER under these Declarations, provided that the following procedures are followed:

(a) The DEVELOPER shall notify the OWNER of the infraction of infractions. Except in the case of a violation for failure to pay to or reimburse DEVELOPER for sums owing by OWNER to DEVELOPER, for which the special assessment may be levied after fifteen (15) days written notice delivered by DEVELOPER to OWNER, included in the notice

shall be a date, time and place where the OWNER shall present evidence as to why the special assessment shall not be imposed.

(b) the noncompliance shall be presented to the DEVELOPER and at the time and place provided in the notice, at which meeting a hearing shall be conducted for purposes of obtaining evidence as the levying of a special assessment in the event that it is determined that a violation has in fact occurred. A written decision of the DEVELOPER shall be submitted to the OWNER not later than thirty (30) days after the hearing, after which if DEVELOPER so determines that a violation has occurred, a special assessment may be levied by DEVELOPER.

Section 3. Notice. Any notice required to be sent to any Member or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or OWNER on the record of the Association at the time of such mailing.

Section 4. Restriction on Use of Recreational Facilities. In addition to all other remedies, an OWNER, his tenants, invitees and guests may be barred from the use of the Recreational Areas for any failure to comply with these Declarations, but such barring shall not suspend the obligation of such OWNER to pay all outstanding expenses due hereunder.

ARTICLE XIII

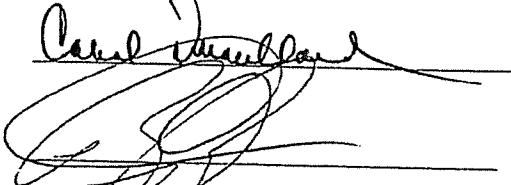
Reconstruction And Repair After Casualty

Section 1. Repair Or Replacement Of Residence. Each OWNER shall be required to reconstruct or repair any residence destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If OWNER fails to repair or reconstruct the damaged

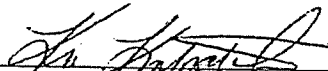
unit, the DEVELOPER may, at its sole discretion, replace the unit and charge the OWNER for all costs of repair and replacement.

IN WITNESS WHEREOF, SPRUCE CREEK GOLF, LLC, a Florida Limited Liability Company, owner and developer has caused this instrument to be executed as of the day and year first written above.

Signed, Seal And Delivered
In the Presence Of:



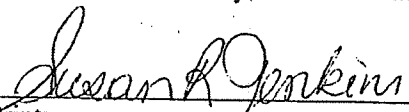
SPRUCE CREEK GOLF, LLC

By 
Kenneth B. Kirkpatrick
Managing Member

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared Kenneth B. Kirkpatrick, to me known to be the person described in and who executed the foregoing instrument as Managing Member of SPRUCE CREEK GOLF, LLC, a Florida Limited Liability Company, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed.

Witness my hand and official seal at Ocala, Marion County, Florida on this the 8
day of June, 2020.


Print: _____
Notary Public, State Of Florida

My Commission Expires

