

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FOX HOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC**

**ARTICLE I  
DEFINITIONS**

**Section 1. Association** "Association" shall mean and refer to FOX HOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, not for profit, its successors, and assigns.

**Section 2. Common Area** "Common Area" shall refer to all real and/or personal property which the Association owns for the common use and enjoyment of the Members of the Association, and all real or personal property within or in the vicinity of FOX HOLLOW VILLAGE in which the Association has an interest for the common use and enjoyment of the Members of the Association including, without limitation, a right of use (such as, but not limited to, easements for surface water collection and retention). The Common Area owned by the Association, consisting of landscaped areas, entry features, and recreational facilities is described on the attached Schedule "B". The Association is responsible for the maintenance of the property owned by the Association. All "Common Area" is intended for the common use and enjoyment of the Members of the Association, their families, guests, or tenants occupying Residence(s).

**Section 3. Lot** "Lot" shall mean and refer to any parcel of the property in FOX HOLLOW VILLAGE, together with any and all improvements thereon, whether or not platted in the Public Records of Citrus County, Florida, on which a single family Residence, or structure according to the terms of this Declaration, could be constructed whether or not one has been constructed.

**Section 4. Residence** "Residence" shall mean and refer to a Lot as defined herein with a building situated thereon designed and intended for use and occupancy as a Residence by a single family susceptible to ownership in fee simple, as a non-condominium having a private outdoor living area.

**Section 5. DAB** "DAB" shall mean and refer to a Design Advisory Board for FOX HOLLOW VILLAGE, appointed in accordance with Article VI, and whose duties shall be as set forth in Article VI.

**Section 6. Owner** "Owner" shall mean and refer to the Owner of record, or the one or more persons or entities, of a fee simple title to any Lot, which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7. Member** "Member" shall mean and refer to every person or entity who is a recorded fee simple Owner of a Lot, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, which is subject to any assessment.

**Section 8. BOD** "BOD" shall mean and refer to the Board of Directors of the Fox Hollow Village Property Owners Association, Inc., as elected in accordance with Article V of the Bylaws.

**ARTICLE II  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment** Every Owner 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 every Lot or Residence, subject to the following provisions

(a) **Admission and Fees** The right of the Association to charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area.

(b) **Suspension of Rights** The right of the Association to suspend the voting rights and the right to use any recreational facilities by an Owner for any period during which any assessment against his Lot or Residence remains unpaid.

(c) **Easements** The right of the Association to dedicate or transfer all or any part of the Common Area or to grant easements for licenses over, across and upon the Common Area, to any public agency, authority, utility or other party, public or private, for such purposes and subject to such conditions as may be agreed to by the Association.

**Section 2. Delegation of Use** Any Owner may delegate, in accordance with this Declaration and the Bylaws, his right of enjoyment to the Common Area and facilities to the immediate Members of his family, his tenants, or contract purchasers who reside on the property. It is the responsibility of the Owner to ensure that all tenants abide by the Declaration of Covenants, Conditions and Restrictions imposed hereby.

**Section 3. Easements** Each of the following easements is a covenant running with the land of the development and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose.

(a) **Utilities** There shall exist reciprocal appurtenant easements as between each Lot for the installation and maintenance of utilities, cable television and drainage facilities which specifically shall include certain drainage and filtration ponds located below some Lots for the purpose of storm water drainage. Additionally, utility easements shall exist appurtenant to each Lot as may be required for the provision of all utility and cable services to properly serve the development; provided, however, easements through a Residence shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the Residence Owner. The exact location of the utility, cable television and drainage easements, except for easements that may be necessary through each building, will exist as they appear on the plat of FOX HOLLOW VILLAGE, which either has been recorded or will be recorded in the public records of Citrus County, Florida.

(b) **Pedestrian and Vehicular Traffic** Easements appurtenant to each Residence or Lot and between adjacent Residences and Lots shall exist for pedestrian traffic over, through and across sidewalks, paths, lanes, and walks, as the same may from time to time exist, either upon the Common Areas or upon the lands owned by each Resident Owner.

(c) **Perpetual Non-Exclusive Easement in Common Areas** The Common Areas shall be and the same are hereby declared to be subject to perpetual non-exclusive easements in favor of all the Owners of Lots in the development for their use and the use of their employees, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

(d) **Right of Entry** Each Residence shall be burdened with an easement in favor of the Association, through its duly authorized employees and contractors, to enter any Lot at any reasonable hour or any date to perform such maintenance as may be required to be performed by the Association pursuant to the Association's responsibilities under this Declaration and Bylaws.

(e) **Right of Entry in Emergencies** In case of an emergency originating in or threatening any Residence, the BOD of the Association, or any other person authorized by it shall have the right to enter such Residence for the purpose of remedying or abating the cause of such emergency, and any such right to entry in the event of such emergency.

(f) **Easement of Unintentional and Non-negligent Encroachment** In the event that any Residence shall encroach upon any of the Common Areas for any reason not caused by the purposeful or negligent act of the Residence Owner(s) or agents of such Owner(s), then an easement appurtenant to such Residence shall exist for the continuance of such encroachment into the Common Areas for so long as such encroachment shall naturally exist; and in the event that any portion of the Common Areas shall encroach

upon any Residence, then an easement shall exist for the continuance of such encroachment of the Common Areas into such Residence for so long as such encroachment shall naturally exist.

(g) **Delegation of Use** Subject to such limitations as may be imposed by this Declaration and the Bylaws, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the immediate members of his family, his guests, tenants and invitees.

(h) **No Partition** There shall be no judicial partition of the Common Areas, nor shall the Association, any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Residence owned in co-tenancy, with prior approval of the DAB.

**Section 4. Surface Water** Surface water management system as described on the plat recorded at Citrus County, Florida, Book 15 Page 148 - 151 public records is owned by the FOX HOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

### **ARTICLE III ASSOCIATION**

In order to provide for the efficient and effective administration of this Declaration and Bylaws, a non-profit corporation known and designated as FOX HOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC. has been organized by the developer (Meadowcrest Development, Inc.) under the laws of the State of Florida and said corporation shall administer the operations and management of this development and undertake to perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration and its Bylaws, Rules, and Regulations promulgated by the Association from time to time.

**Section 1. Articles of Incorporation** A copy of the Articles of Incorporation of the Association is attached hereto as Schedule "C".

**Section 2. By-Laws** The Bylaws of the Association shall be the Bylaws, a copy of which is attached hereto as Schedule "D".

**Section 3. Limitation Upon Liability of Association** Notwithstanding the duty of the Association to maintain and repair parts of the Common Areas and other areas in the development, the Association shall not be liable to Lot or Residence Owners for any entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

**Section 4. Restraint Upon Assignment of Shares in Assets** The shares of the Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot or Residence.

**Section 5. Approval or Disapproval of Matters** Whenever the decision of a Lot or Residence Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

**Section 6. Applicability of Articles of Incorporation and By-Laws** By acceptance of a deed for a Lot or Residence, the Owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the Association, Bylaws of the Association and the requirements of this Declaration.

**Section 7. Indemnification of Directors, Officers ,and Committee Members** By acceptance of a deed to a parcel, Owners acknowledge and agree that every director and officer of the Association and any committee Member appointed to a committee approved by the BOD shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason

of his being or having been a director, officer or committee Member of the Association whether or not he is a director, officer, or committee Member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee Member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, or committee Member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply. The foregoing right of the indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, or committee Member of the Association may be entitled. Further, by acceptance of a deed to a parcel, Owners acknowledge and agree that directors of the Association appointed by the Association, officers of the Association elected by the BOD appointed by the Association, and committee Members approved by said BOD or by said officers shall act solely or on behalf of the Association and shall have no fiduciary or other obligation to act on behalf of the Owner(s). Further, by acceptance of a deed to a parcel, the Owner(s) acknowledge and agree that although directors, officers and committee Members may be appointed, directly or indirectly by the Association and be acting solely on behalf of the Association and not on behalf of the Owners, nonetheless, such directors, officers and committee Members shall be indemnified by the Association pursuant to the provisions of this Article.

#### **ARTICLE IV VOTING RIGHTS**

**Section 1. Membership** Every person or entity who is the fee simple Owner of record of a Lot or Residence shall be a Member of the Association, providing that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Residence, which is subject to any assessment.

**Section 2. Voting Membership** Members shall all be Owners and shall be entitled to one vote for each Lot or Residence owned. When more than one person holds an interest in any Lot or Residence, all such persons shall be Members. The vote for such Lot or Residence shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Residence.

#### **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessment** The Declaration for each Lot or Residence owned within the properties, hereby covenants, and each Owner of any Lot or Residence by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements or major repairs, such assessments, together with any interest, penalties, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the obligation of the person or entity that was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the successors in title.

**Section 2. Purpose of Assessments** The assessments levied by the Association shall be used to (1) promote the recreation, health, safety and welfare of the residents in the properties and (2) for the improvement and maintenance of the private and Common Areas.

**Section 3. Annual Assessments** Except as hereinafter provided, the annual assessment for operation and reserves, excluding any special assessment for capital improvement or major repairs, shall be governed by the BOD of the Association. The BOD shall fix the assessments, which shall be amounts determined in accordance with the projected financial needs of the Association, as to which the decisions of the BOD shall be final.

At any time after the BOD announces the annual assessments, a special meeting of Members may be called (see Article III, Section 2 of Bylaws for rules concerning special meetings) to dispute the amount. However, the amount of assessments announced by the BOD must be paid by January 1 and for subsequent months until and unless two-thirds of the Members (see Article IV, Section 2) determine a different amount.

**Section 4. Special Assessments for Capital Improvements** In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including necessary fixtures and personal property related thereto, as approved by a majority of the BOD.

**Section 5. Uniform Rates of Assessment** Both annual operating assessment and special assessments must be fixed at a uniform rate for all Lots or Residences and may be collected on a monthly basis, or as needed.

(a) **"Maintenance Free"** The Owners in Fox Hollow Village purchased "maintenance free" living which means that the Association is responsible for re-painting the outside of the Residences, on a regular basis, as needed, repairing exterior walls (see Article VIII, Section 13), general maintenance (see Article VIII, Section 19), and maintaining streets with money to be collected through assessments and held in interest-bearing reserves.

As part of the annual budget process, the BOD should re-evaluate each of the items to determine the best estimate of expected life and expected cost, and if necessary, change the amount of the monthly reserve. The reserve for re-painting may vary from Residence to Residence if the BOD so chooses. These reserves belong to the Association and are not transferable to any person or entity for any reason.

(b) **Single Lot or Residence Assessment** In addition to the annual and special assessments authorized above, the Association may levy single Lot or Residence assessments applicable to a specific Lot or Residence that has failed to meet its maintenance obligations set forth in Article VIII and/or failed to meet its insurance and duty to repair obligations set forth in Article VIII. Any single Lot or Residence assessments shall have the assent of the majority of the BOD.

**Section 6. Date of Commencement of Annual Assessments** The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month), fixed by the BOD to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and such assessment shall be payable, in advance, in monthly, quarterly, semiannually, or annually installments, as determined by the BOD.

**Section 7. Duties of the Board of Directors, Regarding Assessments** The BOD of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residence for each assessment period (one year) at least thirty (30) days in advance of such date or period, and shall at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto, not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, forward to any Lot or Residence Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments/Remedies of the Association** Any assessment not paid within thirty (30) days after the due date shall become a lien against the property. The procedures as established by the BOD shall be followed by the Association Treasurer in the collection of past due assessments.

**Section 9. Subordination of the Lien to Mortgages** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Residence shall not affect the assessment lien. No sale or transfer shall relieve such Lot or Residence Owner from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Continual Maintenance** In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the common property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the county be obligated to accept any dedication offered to it by the Association of the Member pursuant to this section, but the county may accept such dedication and in the event the county does so, the acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

## **ARTICLE VI ARCHITECTURAL CONTROL**

**Section 1. Design Advisory Board** The BOD of the Association shall acknowledge the existence of the Meadowcrest Community Association Design Advisory Board. The Fox Hollow Village Property Owners Association, Inc. DAB shall have all rights, powers, duties, and obligations set forth herein. The chairperson of the DAB shall be appointed as stated in Article VIII, Section 5 of the Bylaws of the Association.

**Section 2. Alterations, Additions and Improvements** No property Owner shall build a new house or make any structural alteration(s), or shall undertake any exterior repainting or repair of, or addition to its building which could alter the exterior appearance thereof, without the prior written approval of the plans and specifications thereof by the DAB. The DAB shall grant its approval only in the event the proposed work will benefit and enhance the entire property in a manner generally consistent with the plan of development thereof.

**Section 3. Miscellaneous Additions and Alterations** No structure shall be erected or maintained on any Lot or to any Residence within the property, nor shall any exterior addition or alteration to the exterior be made 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 DAB as to the harmony of external design and location in relation to surrounding structures and topography.

**Section 4. Approval of the DAB/How Evidenced** Whenever approval of the DAB is required by this Declaration or the Bylaws, the Owner's request for approval must be in writing, as must the DAB's response. All refusals must include explanation of reason for refusal. If the Owner has not received a written response within fifteen (15) days of the receipt of the request, the Owner may forward the request directly to the President' of the BOD. The BOD shall then be required to respond in writing within fifteen (15) days.

**Section 5. Approval of DAB** The DAB shall have the right to refuse the approval of any request, plans, or specifications, which, in its opinion, are not suitable or desirable. In approving or disapproving such requests, plans, or specifications, the DAB shall consider the suitability of the proposed improvements and the materials of which same are to be built, the site upon which such improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. Approval shall not be unreasonably withheld.

**Section 6. Right of Appeal** Any Owner whose request is denied by the DAB shall have the right within fifteen (15) days to file a written request for review with the BOD. The BOD shall set a mutually acceptable date for a hearing within fifteen (15) days at which the DAB and the Owner may present their case with the BOD's decision to be final.

**Section 7. Affected Owners' Right of Appeal** DAB Requests shall be discussed with affected Owners as determined by the DAB. Feedback from said Owners may be considered prior to a decision made by the DAB. The final DAB decision shall be communicated on the same day to identified affected

Owners, the BOD, and the DAB Requester. Where affected Owners are involved, approvals shall include in writing on the DAB Request Form a fifteen (15) day waiting period before approved work can begin. Filing a written notice of appeal to the BOD and the DAB within that fifteen (15) day period satisfies the requirements for an appeal notice. Upon receipt of proper appeal notice from aggrieved Owner(s) the BOD shall (1) arrange within fifteen (15) days a review of the DAB Request and DAB decision in order to make a final decision on the matter and (2) shall extend the waiting period until the matter is finally decided by the BOD. The BOD shall notify the DAB Requester and the aggrieved owners of the delayed approval period.

**Section 8. Enforcement** The following shall be the required method of enforcement for violations of the FHPOA Declaration of Covenants, Conditions, and Restrictions.

(a) An Owner who has made an alteration or addition to the exterior of a Residence or Lot without prior approval of the DAB, shall be subject to removal of such alteration or addition, if such alteration or addition does not fall within the requirements of the FHVPOA Declaration of Covenants, Conditions, and Restrictions.

(b) An Owner who is in violation shall receive prompt written notification from the DAB, citing Article and Section pertaining to such violation. Notification will include a request for compliance or a response within fifteen (15) days after receiving said notification. HomeOwner notification will follow procedures as directed in the Bylaws.

(c) An Owner who does not respond to the DAB's request for compliance or response shall receive prompt written notification from the BOD, reinforcing the DAB's previous notification. Notification will include a request for compliance or a response within fifteen (15) days after receiving said notification.

(d) If after receiving two written notifications and, after a period of not less than thirty (30) days from the date of the first notification, the Owner fails to comply or respond to either the DAB or the BOD, the BOD shall refer the matter to the Association's attorney of record for enforcement. The property Owner shall be responsible for any attorney's fees, court costs, or any other expenses incurred by the Association as a result of this action.

## **ARTICLE VII EASEMENT RESERVED TO ASSOCIATION OVER COMMON AREA**

For so long as Association is the Owner of the Common Area, the Association hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Area shown on the recorded subdivision plat of the property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the Common Area to erect, maintain and use wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to/cut any trees, bushes or shrubbery, make any gradings to the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks.

## **ARTICLE VIII GENERAL RESTRICTIONS**

**Section 1. General Restrictive Covenants** The general restrictive covenants contained in this Article shall apply uniformly to all Lots on the Property. See Article XI, Sections 3 and 8, for enforcement options available to the Association.

**Section 2. Residential Use Only** No Lot shall be used for any purpose other than for a single family Residence which prohibits any visible commercial use including professional office use of any portion of any Lot or Residence. No building of any kind shall be erected, altered, placed or permitted to remain on any part of the Lot other than DAB approved Residences constructed by a DAB approved Citrus County

Licensed Contractor/Builder of a Lot as a part of the approved Fox Hollow Village site plan and related community or area facilities. No portion of a platted Lot or Residence may be subdivided.

**Section 3. Temporary Structures** No structures of a temporary nature or character, including, but not limited to trailers, house trailers, recreational vehicles, motor homes, mobile homes, campers, tents, shacks, sheds, boats, barns, or other similar structures or vehicles, shall be used or permitted to remain on any Lot or Residence, or other living quarters whether temporary or permanent, unless first approved by the DAB in writing, provided, however, that this prohibition shall not apply to temporary shelters approved by the DAB to be used by the contractor or developer during construction.

**Section 4. Parking Restrictions** No truck, motorcycle, boat and trailer, trailer, house trailer, mobile home, camper, motor home, or any similar vehicle shall be parked on the street, including the right-of-way thereof, or on any Lot or driveway overnight or for a continuous period of time in excess often (10) consecutive hours, without expressed written consent of the DAB of Fox Hollow Village Property Owners Association, Inc., unless located within a fully enclosed structure in the building located thereon and shielded from view. For purposes of this Section 4, the definition of a truck excludes any permanent, fully enclosed SUV, but does not exclude any vehicle (SUV or other) with an open or covered truck bed designed to hold material, and any vehicle exceeding six thousand (6000) pounds of gross curb weight.

**Section 5. Storage Restrictions** No Resident shall be permitted to store a vehicle on any Lot. Furthermore, no vehicle which contains lettering or advertising thereon which is identified with a business or commercial activity, commercial vehicle, house trailer, recreational vehicle, mobile home, camper, boat and trailer, trailer, motorcycle or other similar vehicle shall be parked for a period of time in excess often (10) consecutive hours or stored or otherwise permitted to remain in any Common Area designated for parking, paved, or non-paved.

**Section 6. Livestock and Animal Restrictions** No livestock, poultry, reptiles, or animals of any kind and size shall be raised, bred or kept on any Lot or in any Residence provided, however, that dogs, cats, and other common domesticated household pets, not to exceed two (2) in number, may be raised and kept provided such pets are not kept, bred, or maintained for any commercial purpose.

(a) **Leash Laws** Such permitted pets should be kept on a leash when outside the Residence.

(b) **Waste Products** The Owner of the permitted pets is responsible for collecting and disposing of any solid waste on any Lot, street, or driveway and may be fined an amount to be set by the BOD for a second and subsequent violations. If fine is not paid within thirty (30) days of notification, the BOD may notify that Article XI, Section 3 will be enforced.

(c) **Noise** No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb others repeatedly.

**Section 7. Restriction of Activity** No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot or Residence, nor shall anything be done or permitted to exist on any Lot or Residence that may be or may become an annoyance or private or public nuisance. No Lot, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance except in emergency. Routine washing and waxing of vehicles is permitted.

**Section 8. Restrictions on Walls, Fences or Hedges** No wall, fence, or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot or Residence unless and until the height, type, location thereof has been approved by the DAB. No wall, hedge or fence of any kind, height, or use shall be constructed or placed along or adjacent to the front Lot or Residence line.

**Section 9. Sewage Restrictions** No septic tank, drain field, mobile home storage tank, or other similar container, nor any water wells shall be permitted to exist on any Lot or Common Area.



**Section 10. Aerial Restrictions** No tower or transmitting or receiving aerial, or any aerials or antennas whatsoever, shall be placed or maintained upon any Lot or any building or structure, including the normal antennas used for radio and television, unless first approved in writing by the DAB. The installation of a satellite receiving dish is permitted with written approval of the DAB as to design, size, and location. The aforesaid is for aesthetic purposes and to help preserve the natural setting of Meadowcrest. The Owner shall be required to connect to the cable television at the Owner's expense within sixty (60) days of closing.

**Section 11. Non-Compliance** In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot such entrance to be made by personnel with tractors or other suitable devices, for the purpose of watering grass and shrubs, mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting, and safety of the property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass, but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove trash which has collected on such Lot, without such entrance being deemed a trespass. The provisions in this Section shall be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot and to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights for non-compliance under this Section shall constitute a special assessment against the Owner of the Lot and shall in every respect constitute a lien on the Lot as would any assessment or special assessment.

**Section 12. Signs** No signs shall be erected or maintained on any Lot or Residence except with the written permission of the DAB or except as may be required by legal proceedings, it being understood that the BOD will grant permission for said signs if their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Residence is for sale provided that such signs are not illuminated and do not exceed 6" by 8" in size and shall not be placed within five (5) feet of the front Lot or Residence line. If permission is granted for any other signage, the DAB shall have the right to restrict size, color and content of such signs.

**Section 13. Exterior Maintenance** The Association shall be obligated to provide exterior maintenance including repairs to exterior walls, painting exterior walls, and maintaining streets.

(a) **Front Doors/Exterior Walls** Front doors and exterior walls of houses shall be painted when the BOD decides it is needed so as to present a consistent appearance within Fox Hollow Village.

(b) **Other Exterior Repairs** The Association shall also have the right, but not the duty or obligation, to make reasonable repairs and perform reasonable maintenance in its sole discretion after notice to an Owner of a Lot or Residence to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under Section 13 (b), shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay off the cost of repairs and replacements. Such assessments shall in every respect constitute a lien on the Lot or Residence, as would any other assessment or special assessment by the Association. The Association, or its agents shall have the right to enter upon any Lot or Residence for the purpose of providing repairs and maintenance as provided in Section 13, and any such entry by the Association or its agents shall not be deemed a trespass.

(c) **Re-Roofing** Any re-roofing contracted by Owners shall also present a consistent appearance within the Village. The DAB may direct an Owner to clean the roof so as to present a consistent appearance within the Village.

#### **Section 14. Exteriors**

(a) **Allowable Trim and Window Coverings**

(1) No Owner or tenant of any Owner shall install shutters, awnings, or other decorative exterior trim without prior written approval of the DAB.

(2) No reflective foil or other material or tinted glass shall be permitted on any windows except for tinted bronzed glass and any such installation shall require the approval of the DAB.

(3) In the event that objects attached to inside or outside of windows, visible from the street, are of an offensive nature, the BOD reserves the right to require the Owner to remove said object(s), through DAB enforcement codes.

(b) **Storm Shutters** Storm shutters shall be allowed, but the design and color must be approved by the DAB prior to installation.

(c) **Outside Concrete Areas** Outside concrete areas must be kept free of stains and must be consistent with the exterior color of the home. Pavers, tile, or acrylic decking are acceptable in the earthen colors. The addition of these materials must be submitted to the DAB for approval prior to installation. No driveways or cement may be painted or stained without prior approval of the DAB.

(d) **Grills** Grills, permanent or portable, may be kept on outside patios provided they are landscaped, or otherwise shielded from view. DAB written approval must be obtained as to position and type of shielding.

(e) **Screen Doors** Screen doors are permitted, but their design and color must be approved by the DAB prior to installation.

(f) **Solar Panels** Solar panels and skylights are permitted in accordance with Florida Statutes. However, the design, position, and color must be approved by the DAB.

**Section 15. Interior Maintenance** Each individual Owner shall have the responsibility to maintain the interior of their respective single-family Residence. In the event the interior of said Residence is damaged in such fashion so as to create a health or safety hazard to any other Residence(s) or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the BOD shall have the right to tell the Owner what must be done. If the Owner does not comply, then the BOD shall have the right to make reasonable repairs to the interior of such Residence and shall be entitled to make a special assessment against the Owner of the Residence for the cost of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Residence, as would any other assessment or special assessment by the Association.

**Section 16. Access at Reasonable Hours** For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors, or employees shall have a license which shall be exercisable after reasonable notice to the Owner, to enter upon any Lot or Residence at reasonable hours on any day of the week.

**Section 17. Tree Removal Restrictions** Healthy trees having a diameter of three inches (3") or more, measuring five feet (5') from ground level, situated on any Lot shall not be removed without prior approval of the DAB. Requests for approval of tree removal shall be submitted to the DAB along with a plan showing generally the location of such tree(s). In the event that any such tree is removed from a Lot, the tree may be required to be replaced at the discretion of the DAB with another measuring at least five feet (5') from ground level. In the event that a builder/developer must remove a healthy tree from a Lot in the building process, the builder/developer must replace it with a tree, having a diameter of three inches (3") or more, and measuring at least five feet (5') from ground level, planted either on the same Lot or in the Common Area, location to be approved by the DAB.

**Section 18. Replacement Landscaping** The Owner is responsible for all lawn and landscaping replacement. This includes trees, shrubs and lawns. Any natural damage is the Owner's responsibility. If the Owner fails or refuses to replace the lawn or landscaping as demanded, the DAB shall cause suitable

replacements to be planted and the costs thereof shall be a lien against the property of the Owner. The Owner grants the DAB, its agents and employees an easement of ingress and egress over and across said Lot or Residence to enable it to comply with the above Article VIII, Section 17 and this Section 18.

**Section 19. Lawns and Landscaping** The Association is obligated to maintain the Common Areas, vacant Lots, and lawns of Residences as outlined in the current landscaping, lawn, weeding, fertilization, pest control contracts and the costs to do so will be included in each year's budget and assessment fees.

(a) **Irrigation** All lawns on all sides of any Lot or Residence shall extend to the pavement or Lot line. No parking strips, drives, or paved areas shall be allowed, except as approved on the plot plan of the plans and specifications. Upon completion of any structure on any Lot, the lawn area on all sides of said structure, up to and including the Lot or Residence line shall be completely sodded with grass and a watering system, capable of keeping said grass sufficiently irrigated, shall be installed unless a smaller area shall be approved in writing by the DAB, it being the DAB's intent that the lawn shall be uniform, green, luxuriant, and well kept. The Owner shall be required to maintain a watering schedule that will do so under the restriction of local laws.

(b) **Landscaping and Lawn Maintenance** The Association shall be obligated to perform landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio or a yard.

(c) **Border Materials** No border materials are to be permitted in lawn or plant bed areas unless approved by the DAB.

(d) **Landscaping Plans** A comprehensive landscaping plan shall be submitted to the DAB for its approval showing there are sufficient number of trees and shrubs of a size and a design, which shall be commensurate with the development of high grade residential property. However, no such landscaping shall be installed in such manner or in such location as to impair the visibility of traffic. Said landscape plan, after approval by the DAB in writing, shall be built and completely installed by Owner or Owner's agent before the date of which the certificate of occupancy is issued by the Citrus County Building Department, unless an extension of time not to exceed thirty (30) days is obtained from the DAB in writing. Refusal of approval of said landscaping may be made by the DAB based on purely aesthetic grounds (see Article VI, Section 6; Article VIII, Section 19).

(e) **Withholding of Permits** A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not being installed or is not installed in accordance with the landscaping plans, the DAB shall "red flag" the construction until standards are met.

(f) **Planting by Owners** No Owner of an individual Lot or Residence shall plant or place any shrubbery, hedges, trees, or other plantings on any part of said land lying outside the Owner's Lot or Residence nor within such Owner's Lot or Residence in a location or manner which does or may obstruct grounds maintenance performed and to be performed by the Association. Prior to any change in the dimensions of the mulch areas, the Owner must receive written approval by the DAB. No artificial plants or flowers may be planted on Lot with the exception of seasonal decorations. (See Article VIII, Section 23).

**Section 20. Rules and Regulations** Reasonable rules and regulations concerning the use of the Common Area property may be made and amended from time to time by the Association for all Owners in the manner provided by these Covenants and the Bylaws. The Association thereto shall furnish copies of such regulations and amendments to all Owners and Residents of FOX HOLLOW VILLAGE. The Association, through its BOD, is authorized to establish and levy fines for violation of these restrictions or the rules and regulations concerning the Common Area property, which fines if unpaid shall become a lien upon the individual Owner's property.

**Section 21. Oil Drilling** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, mineral

excavations or shafts be permitted upon or on the aforementioned Lot or Residence. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lots or Residences.

**Section 22. Garbage Containers** The Association shall arrange for trash and garbage removal and charge the cost to the Owner as part of the annual assessment. No garbage or trash incinerator shall be placed or permitted to remain on a Lot or Residence or any part of the property. After the erection of a Residence on any Lot, the Owner shall keep and maintain covered garbage containers in which all garbage shall be kept until removed from said Lot or Residence. Such garbage container shall be kept at all times, at the option of the Owner, either within the Residence or garage. The BOD may levy a fine after a second written notice by DAB of violation.

**Section 23. Lawn Ornaments** Large objects such as basketball hoops, flagpoles, or swing sets must be approved by the DAB. Other lawn ornaments or objects placed outside the mulch areas or in the front yards must also be approved by the DAB. Seasonal decorations for holidays such as Halloween, Christmas, Thanksgiving, etc. shall be allowed for a reasonable period of time. If any of the above objects are approved under the condition that they must be concealed, then the object must be completely concealed at the time of placement on the Lot or Residence.

**Section 24. Mail Boxes and Newspaper Receptacles** No mail box or newspaper receptacle or other receptacle of any kind for use in the delivery of mail, newspapers, or similar material shall be erected or located on any Lot or any roadway. Each Residence will be assigned one mailbox by the Association.

**Section 25. Insurance** The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area.

(a) **Amount of Insurance** The above mentioned insurance must be in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(b) **Evidence of Policies** Evidence of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time.

(c) **Cancellation** All such insurance policies shall:

(1) Provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior written notice to the BOD of the Association and,

(2) Contain a waiver of subrogation by the insurer(s) against the Association, BOD and Owners.

**Section 26. Insurance on a Residence and Duty to Repair** FOX HOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC. has established the following rules concerning the Owner's insurance obligations:

(a) **Repair or Replacement of Damaged or Destroyed Property** Each Owner shall, with the concurrence of the Owner's Mortgagor, if any, and the BOD of the Association, be required to reconstruct or repair any Residence destroyed or damaged by fire, or other casualty in a timely manner as approved by the DAB.

(b) **Failure to Obtain Insurance** Notwithstanding anything to the contrary in any Section of this Article, the Association, its BOD, or Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Residence.

**Section 27. Development** Lot Owners, upon signing a contract to build a Residence with a DAB approved builder, shall stipulate an estimated completion date of within one (1) year from the starting date of construction. Any action must have DAB approval in advance on file with the BOD of the Association.

**Section 28. Rentals** No Residence shall be leased or rented unless said rental is evidenced by a written lease agreement for a rental or lease period of not less than three (3) months. The Articles, Declarations, and Covenants, as well as the Bylaws of the Association bind lessees. No Owner shall enter into a lease, rental agreement, or other similar conveyance of use of a unit during the first twelve (12) months of Ownership of that unit. The Board reserves the right to waive the twelve (12) month provision to this rule. Sub-letting by any Lessee is not permitted. The Board shall not be required to approve any lease or renewal of the lease if the Owner is in arrears of assessments owed to the Association.

**Section 29. Approval of Window Treatments** All draperies, curtains, shades or other window coverings or decorations installed in a Residence or inside a screened or glass enclosed porch and which are visible from the street or from other Residences within the community shall have white backing, unless otherwise approved in writing by the DAB.

**Section 30. Outside Lighting** The location, size, color and design of all lighting fixtures or similar equipment used outside of a Residence must be approved by the DAB. The Owner is responsible for maintaining the light post lamp in the front yard. The lamps are required and are to be illuminated throughout the nighttime hours.

**ARTICLE IX  
COVENANTS AGAINST PARTITION AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot or Residence is dependent upon the right to the use and enjoyment of the Common Areas of Fox Hollow Village and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of said Common Areas be retained by the Owners of the Lots(s) or Residences(s), it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or transfer of the right to the use and enjoyment of the Common Areas in any manner than as an appurtenance to and in the same transaction with, a transfer of title to a Lot or Residence. Any conveyance or transfer of a Lot or Residence shall include the right to the use and enjoyment of the Common Areas appurtenance to such Lot or Residence subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot or Residence is conveyed.

**ARTICLE X  
MEADOWCREST COMMUNITY ASSOCIATION, INC.**

All Lot or Residence Owners in FOX HOLLOW VILLAGE are also subject to Membership in and assessments for the Meadowcrest Community Association, Inc. The restrictions, privileges and duties of the Meadowcrest Community Association, Inc. are set forth in the Declaration of Covenants, Conditions and Restrictions for Meadowcrest Community, as recorded in Official Records Book 647, Page 1961, and re-recorded in Official Records Book 649, Page 857; and as amended in Official Records Book 678, Pages 1502-1525, public records of Citrus County, Florida.

**ARTICLE XI  
GENERAL PROVISIONS**

**Section 1. Property Description** See Exhibit "A" attached and made a part hereof.

**Section 2. Drainage**

(a) **Definitions** "Surface Water or Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over draining, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

(b) **Duties of the Association** The Association shall be responsible for the maintenance operation, and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allows the system(s) to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by Southwest Florida Water Management District.

(c) **Maintenance Assessments** Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements. The BOD shall decide whether to pay said expense from the operating or the reserve accounts.

(d) **Easement for Access and Drainage** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain, or repair the surface water or storm water management system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or storm water management system as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas of swales, without the prior written approval of the Southwest Florida Water Management District.

(e) **Amendment** Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District.

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

(g) **Swale Maintenance (if applicable)** The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

**Section 3. Enforcement** 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, lien and charges now or hereinafter imposed by the provisions of this Declaration or the Bylaws. Failure by the

Association or 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 4. Severability** Invalidation of anyone of these Covenants or Restrictions by judgment or court shall in no way affect any other provision, which shall remain in full force and effect.

**Section 5. Amendments** Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Association certifying that the amendment was adopted by 75% of those Owners voting in person or by proxy at a meeting at which a quorum is obtained.

**Section 6. Subordination** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien on any mortgage made in good faith for the value as to the Property or Lot or Residence therein provided, however, that such conditions shall be binding on any Owners whose title is acquired by foreclosure, trustee's sale, or otherwise.

**Section 7. 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 in accordance with Florida Statutes from the date hereto unless otherwise agreed to in writing by the then Owners of at least a majority of the Lot or Residence Owners.

**Section 8. Remedies for Violation** The Association is authorized to levy fines by its Board of Directors for any violation of the Declaration. Violation or breach of any Condition, Covenant, Restriction, or Bylaw herein contained shall give the Association, or the Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of the Conditions, Covenants, Restrictions, or Bylaws and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner(s) of the subject property, providing such proceeding results in a finding that such Owner(s) were in violation of the Restrictions or Covenants. Expenses of the litigation shall include reasonable attorney's fees, court costs incurred as well as any other costs incurred by the Association or Owners(s) seeking such enforcement.

**Section 9. Usage** Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

**Section 10. Effective Date** This Declaration shall become effective upon its recordation in the public records of Citrus County, Florida.