

**FIFTH AMENDED AND RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
FAIRMONT VILLAGE**

THIS Fifth Amended and Restated Covenants, Conditions and Restrictions for FAIRMONT VILLAGE is created this 13th day of November, 2019 by FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, "ASSOCIATION", and the members thereof.

WITNESSETH:

WHEREAS, Fairmont Village Subdivision was created by the recording of the plat thereof at Plat Book 13, Pages 66-68; and,

WHEREAS, Fairmont Village, First Addition Subdivision was created by the recording of the plat thereof at Plat Book 13, Pages 97-99; and,

WHEREAS, Fairmont Village, Second addition Subdivision was created by the recording of the plat thereof at Plat Book 15, Pages 82-84; and,

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Fairmont Village was recorded at Official Records Book 721, Pages 632-649; and,

WHEREAS, an Amended Declaration of Covenants, Conditions and Restrictions for Fairmont Village was recorded at Official Records Book 761, Pages 520-538; and,

WHEREAS, a Declaration of Covenants and Restrictions for Fairmont Village First Addition was recorded at Official Records Book 763, Pages 279-282; and,

WHEREAS, a Seconded Amended Declaration of Covenants and Restrictions for Fairmont Village (labeled "Final Draft") was recorded at Official Records Book 1162, Pages 24-48; and

WHEREAS, a Third Amended and Restated Covenants, Conditions and Restrictions for Fairmont Village was recorded at Official Records Book 1686, Page 1598; and

WHEREAS, a Fourth Amended and Restated Covenants, Conditions and Restrictions for Fairmont Village was recorded at Official Records Book 2520, Page 1530; and

WHEREAS, the individual members of the Association being the sole record Owners of certain real properties located in Citrus County, Florida, the "Property," more particularly described on the plats thereof recorded in Plat Book 13, Pages 66-68, Plat Book 13, Pages 97-99, Plat Book 15, Pages 82-84, Official Records Book 721, Pages 632-649, Official Records Book 761, Pages 520-538, Official Records Book 763, Pages 279-282, Official Records Book 1162, Pages 24-48 of Citrus County, Florida; and,

WHEREAS, the Association, by positive votes of more than a majority of the members present in person or by proxy at its annual membership meeting held on November 13, 2019 approved this Fifth Amended and Restated Covenants, Conditions and Restrictions for Fairmont Village.

NOW, THEREFORE, the members of the Association hereby declare that the Declaration of Covenants, Conditions and Restrictions for Fairmont Village shall be replaced in its entirety as follows.

ARTICLE I  
DEFINITIONS

Section 1. “Association” shall mean and refer to Fairmont Village Property Owners Association, Inc., a Florida corporation, not for profit, its successors and assigns, “Association.”

Section 2. “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 Fairmont Village, in which the Association has an interest for the common use and enjoyment of 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, directional graphic system drainage, security, safety, sidewalks, roadways and road rights of way, project lighting and recreational facilities, is described on the plats and deeds titled in the Association office and recorded in the public records of Citrus County. All “Common Areas” is to be diverted to and intended for the common use and enjoyment of the members of the Association, their families, guests, or tenants occupying “Dwelling Units”.

Section 3. “Lot” shall mean and refer to any parcel of the property in Fairmont 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, according to the terms of this Declaration, could be constructed whether or not one has been constructed.

Section 4. “Dwelling Unit” shall mean and refer to a Lot as defined herein with a building or portion thereof 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 and having party walls and being attached to similar family residences.

Section 5. “DAB” shall mean a Design Advisory Board for Fairmont Village, appointed in accordance with Article VI whose duties shall be as set forth in Article VI.

Section 6. “Declaration” shall mean this Fourth Amended and Restated Covenants, Conditions and Restrictions for Fairmont Village.

Section 7. “Owner” shall mean and refer to the record Owner, or the one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 8. “Member” shall mean and refer to every person or entity who is a record, fee simple Owner of a lot provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to any assessment.

Section 9. “Board” shall mean and refer to the Board of Directors of the Fairmont Village Property Owners Association, Inc.

Section 10. “Occupant” shall mean and refer to any person residing in a Dwelling Unit, whether an Owner or not.

Section 11. “Rules and Regulations” shall mean and refer to all rules and regulations duly adopted by the Board of Directors of the Fairmont Village Property Owners Association, Inc.

## 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, subject to the following provisions:

- a. 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 such conditions as may be agreed to by the Association.
- b. The right of the Association to suspend the voting rights and right to use of any recreational facilities by an owner for any period during which any assessment against the Owner’s Lot remains unpaid.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, Owner’s right of enjoyment to the Common Area and facilities to Owner’s family members, Owner’s tenants, or Owner’s contract purchasers who reside on the property.

Section 3. Easements. Each of the following easements is a covenant running with the land of the Property 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 use and purpose.

- a. Utilities. There shall exist reciprocal, appurtenant easements as between each unit for all the installation and maintenance of utilities and drainage facilities which specifically shall include certain drainage and filtration ponds located below some units for the purpose of storm water drainage. Additionally, utility easements shall exist appurtenant to each unit as may be required for the provision of all utility services to properly serve the development; provided, however, easements through a unit 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 unit Owner. The exact location of the utility and drainage easements, except for easements that may be necessary through each building, will exist as they appear on the plats of the Property, which has been recorded in the public records of Citrus County, Florida.
- b. Maintenance and Utility Traffic. Easements appurtenant to each unit and between adjacent units shall exist for maintenance and utility 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 unit Owner.

- c. Support. Every portion of a unit contributing to the support of the building in which the unit is located shall be burdened with an easement of support for the benefit of all other units in the building.

(1) 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 unit lots in the development for their use or 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.

(2) Right of Entry. Each unit 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.

(3) Right of Entry in Emergencies. In case of an emergency originating in or threatening any unit, regardless of whether or not the Owner is present at the time of such emergency, the Board, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency.

(4) Easement of Unintentional and Non-negligent Encroachment. In the event that any unit shall encroach upon any of the Common Areas for any reason not caused by the purposeful or negligent act of the unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such unit 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 such unit, then an easement shall exist for the continuance of such encroachment of the common areas into such unit for so long as such encroachment shall naturally exist.

(5) Delegation of Use. Subject to such limitations as may be imposed by the by-laws, each Owner may delegate his right of enjoyment in and to the common areas and facilities to the members of Owner's family, guests, tenants, and invitees.

(6) No Partition. There shall be no judicial partition of the common areas, nor shall any Owner or any other person acquiring any interest in the subdivision or any parts thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any unit owned in co-tenancy.

- d. Encroachment. There shall exist reciprocal appurtenant easements between adjacent lots and between each lot and any portion or portions of the Common Area adjacent thereto, for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of not more than one foot (1') as measured from any point on the common boundary between adjacent lots and between each lot and an adjacent portion of the Common Area, along

the line perpendicular to such boundary at such point. No easements for encroachments shall exist of any encroachment occurring due to the willful conduct of any Owner.

### ARTICLE III ASSOCIATION

In order to provide for the efficient and effective administration of this declaration, a non-profit corporation known and designated as Fairmont Village Property Owners Association, Inc., was organized under the laws of the State of Florida and said corporation shall administer the operation 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, its by-laws and rules and regulations promulgated by the Association from time to time.

Section 1. Articles of Incorporation. A copy of the Association's Articles of Incorporation is on file at the Association's office.

Section 2. By-Laws. A copy of the Association's By-laws is on file at the Association's office.

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 unit Owners for 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 members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

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

Section 6. Applicability of Articles of Incorporation and By-Laws. By acceptance of a deed, each unit Owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the Association, By-laws 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 by the Board shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party or in which the director or officer may become involved by reason of the director or officer being or having been a director, officer or committee member of the Association, whether or not the director or officer 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 shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of 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.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot 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 shall not be separated from ownership of any Lot, which is subject to any assessment.

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

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvement or major repairs, shall be governed by the Board. The Board shall fix the assessments, which shall be the amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board, shall be dispositive. By the vote of three-fifths (3/5) of the members of the Board, the maximum amounts of the assessment may be varied from the amounts hereinabove set forth.

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, expense 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 Board.

Section 5.

- a. Uniform Rates of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- b. Single Lot Assessment. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific Lot that has failed to meet its maintenance obligations as set forth in Article VIII and/or failed to meet its insurance and duty to repair obligations set forth in Article VIII. The Lot Assessments shall have the assent of three-fifths (3/5) of the Board.

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

Section 7. Duties of the Board. The Board shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the Association's office and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto, no later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon request at any time, furnish to any lot 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 be subject to a late fee of \$25.00 for each installment that is paid past the date due and shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against any Owner or prior Owner personally obligated to pay the same, or foreclose a lien against the property. No Owner may waive or otherwise escape liability for any assessment provided for herein by non-use of Common Area or abandonment of his, her, or its Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinated to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. 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 or 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. Creation of Fairmont Village Design Advisory Board. The Board shall appoint a committee to be known as the Design Advisory Board (DAB). Such committee shall consist of no more than three (3) members who shall serve as a fact-finding and advisory committee to the Board and shall serve at the pleasure of the Board.

Section 2. Alterations, Additions and Improvements. No owner shall make any structural alterations or shall undertake any exterior repainting or repairs of, or additions to, its building which could alter the exterior, or appearance thereof, without the prior written approval of the plans and specifications therefore by the Board on the recommendation of the DAB. The Board 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 building, wall or other structure shall be erected or maintained on any Lot within the Property except as set forth in Article VII, Section 8 hereof. Nor shall any exterior addition be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same have been submitted to and approved by the Board, on the recommendation of the DAB, as to the harmony of external design and location in relation to surrounding structures and topography.

Section 4. Approval of Board With Evidence. Whenever in this Article approval of the Board is required, such approval shall be in writing. In the event the Board fails to approve in writing within thirty days (30) of receipt of a request to do so, it shall be deemed to have been disapproved. No addition or alteration which required approval of the Board shall commence before written approval by the Board is provided.

Section 5. Approval of the Board. The Board shall have the right to refuse any plans and specifications which are not suitable or consistent with the general scheme of development within the subdivision or any rules, design standards, or regulations duly adopted by the Board of Directors or reasonably desirable. In considering approving or disapproving such plans and applications, the Board shall consider the suitability of the proposed improvements, the materials of which the 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.

ARTICLE VII  
GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this



Article shall apply uniformly to all Lots on the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term “residential” is intended to prohibit any commercial use. This includes but is not limited to professional office use of any portion of any Lot or Dwelling Unit.

Section 3. Temporary Structure. No structure of a temporary nature or character shall be permitted on any Lot or Property. This includes but is not limited to a trailer, house trailer, recreational vehicle, motor home, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicles. This includes other living quarters and shelter whether temporary or permanent. This Section also applies to contractors. The exception is temporary sanitation facilities as required by statute.

Section 4. Parking Restrictions.

- a. No truck, boat, trailer, house trailer, mobile home, camper, motor home, recreational vehicle, commercial vehicle or vehicle identified with business lettering or advertising of the trade or occupation of the owner or operator of the vehicle shall be parked on the street, right of way thereof, Lot (except as noted below), grass or common area overnight. All vehicles may only park in a fully enclosed structure shielded from view with garage door closed when not open for ingress and egress.
- b. No vehicle shall be parked on the street, right of way, Lot, grass, or common area overnight or more than four (4) hours in any twenty-four (24) hour period. Vehicles may park in a fully enclosed structure and shielded from view with garage door closed. Passenger vehicles registered to visitors or guests of a dwelling shall not be subject to this restriction for parking in the Owner’s driveway and may not exceed fourteen (14) days within any thirty (30) day period. Residents shall notify the Board when a guest will be parking on Resident’s driveway overnight and the duration of that use. The Board may approve longer periods of time upon receipt of a written request.
- c. No vehicle of any kind shall be parked on any grass at any time.
- d. Garage doors should be kept down in a closed position whenever possible. A garage door screen by itself does not constitute a closed garage door.

Section 5. Livestock and Animal Restrictions. No dogs, cats, livestock, poultry, reptiles, horses, or other fowl of any kind or size shall be bred, or kept for breeding, on any Lot except as set forth below.

- a. All dogs and cats must be on a hand-held leash when outside the Unit and may not be tethered.
- b. Each owner must immediately clean up and properly dispose of all pet waste and shall respect Lot Owner’s right to prohibit pets on that Lot Owner’s property.
- c. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb others.
- d. No Dwelling Unit shall have more than two (2) domesticated pets.

Section 6. Restriction of Activity. No obnoxious or offensive activity shall be conducted or permitted on any Lot, Dwelling Unit or Driveway.

- a. Nor shall anything be done or permitted to exist on any Lot that may be or become an annoyance or private or public nuisance.
- b. No Lot, driveway or common area shall be used for the purpose of vehicle repair, maintenance, garage sale or yard sale, auctions, estate sale or similar activities. The only exception shall be washing and/or waxing a personal vehicle.

Section 7. Restrictions on Walls, Hedges or Fences. No wall or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless the height, type and location has been recommended by DAB and approved by the Board in accordance with Article VI hereof. No fence of any kind shall be permitted.

Section 8. Sewage Restrictions. No septic tank, drain field, mobile home storage tank, water wells or other similar containers shall be permitted to exist on any Lot.

Section 9. Aerial Restrictions. No tower, any transmitting or receiving aerials, dishes, or antennas whatsoever shall be placed or maintained upon any lot, building, or structure including those used for radios and television except as set forth below.

- a. Satellite Dishes. Upon recommendation of the DAB, the Board may approve the installing of a satellite dish not to exceed thirty-nine (39) inches. Submitted plans must show that dish will be hidden in the least objectionable location, to maintain the beauty of each Lot or Dwelling Unit and that it will not impair on the beauty of Fairmont Village. Also the name of the manufacturer and the installing company, as well as specifications, model number and size of satellite must be included with the application.
- b. The plans must clearly show that the installation will be contained within the applicant's Dwelling Unit or Lot. No installation of a satellite dish or any planting, shrubbery or landscaping or other means of hiding a satellite dish from view will be permitted on any Fairmont Common Area or Meadowcrest Common Area.

Section 10. Insect and Fire Control. The Association and its agents may enter any Lot to remove any trash which is collected on such Lot, without such entrance and removal being deemed a trespass. The provision in this section shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services. The cost incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of Lot and shall in every respect constitute a lien on the Lot as would any assessment or special assessment.

Section 11. Signs. No signs for industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise, shall be permitted on any part of the Fairmont property, with the following exceptions:

- a. For Sale Sign Real estate signs advertising that a particular Lot is for sale are permitted

provided that such signs are not illuminated and do not exceed 10"x12" in size. Two (2) signs in number shall not be placed within five feet (5') of the front Lot line. No signs may be displayed on a window(s), whether inside or outside the Dwelling Unit. The DAB may recommend approval to the Board which may grant permission for any other sign. The Association shall have the right to restrict size, color, location and content of the sign.

- b. For Rent signs shall follow same guideline as For Sale signs.
- c. Open House. These signs are permitted to be displayed only while the Unit is open for showing to prospective buyers.
- d. Security Signs. One sign is permitted near the patio or front window. The sign will not exceed 3' in height.

Section 12. Exterior Maintenance. The Association shall have the right, but not the duty, to provide power washing of driveways, painting and power washing of the exterior walls, doors, trim, and fence of each Dwelling Unit. The Association shall have the right to, but not the duty, to perform landscape maintenance. The Association shall be solely responsible for maintenance of any and all alterations to the irrigation system. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Lot to perform these maintenance and repairs. It is the Owner's responsibility to pay for maintenance under the Section. If the Owner fails to pay, the Association shall have the right to impose a special assessment against such Owner to pay the cost of repairs and replacements. Such assessments or special assessments shall in every respect constitute a lien on the Lot. The Association shall have the right to enter upon the Dwelling Unit or Lot or upon the exterior of any structure located on any Lot for the purpose of providing repairs and maintenance as provided in the Section. Any such entry by the Association or its agents shall not be deemed trespassing.

After notice to an Owner to perform reasonable maintenance and to perform reasonable repairs, and upon Owner's failure to take corrective action, the Association shall also have the right to resolve the issue according to Section 720.305(2), Florida Statutes.

Section 13. Allowable Trim and Window Coverings. No Owner or Tenant of any Owner shall install shutters, awnings of any type, or other decorative exterior trim without prior written approval of the Board. No reflective foil or material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the Board. No window fan or window air conditioning unit shall be permitted to be installed upon any Dwelling Unit. Draperies, curtains, shades and window coverings which are visible from the street shall have neutral or light colored backing.

Section 14. 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 as to create a health or safety hazard to adjoining residence, or to create a nuisance, and such damage is not repaired within 30 (thirty) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such residence. The Association shall be entitled to make 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 Dwelling Unit, as would any other assessment or special assessment by the Association.

Section 15. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by these Declarations, 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 Dwelling Unit, or, after reasonable notice to the Owner, to enter any residence at reasonable hours of any day of the week.

Section 16. Tree Removal Restriction. Trees situated on any Lot having a diameter of eight (8) inches or more, measure three feet (3') from ground level shall not be removed without approval of the Board. Requests for approval of a tree removal shall be submitted to the Board along with a plan showing generally the location of such tree(s).

Section 17. Replacement of Trees. Anyone violating the provisions of the above Section shall be required to replace such tree(s) of like kind, size and condition within thirty (30) days after demand by the Board. If Owner fails or refuses to replace the trees as demanded, the Board shall cause suitable replacement to be planted, and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Board, its agents and employees an easement of ingress and egress over and across said Lot and Dwelling Unit to enable it to comply with the above Section 16 and this Section 17.

Section 18. Lawn and Landscaping. All lawns on any side of a Lot or Dwelling Unit shall extend to the pavement line. No parking stripes, drives or paved areas shall be allowed.

No Owner of an individual Dwelling and Lot shall plant or place any shrubbery, hedge, trees or other plantings on any part of said land lying outside the Owner's Dwelling Unit or Lot in a location or manner which does or may obstruct grounds maintenance or irrigation performance to be performed by the Association. Prior to any planting, the Owner must receive written approval by the Board, on the recommendation of the DAB.

Section 19. 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 in the manner provided by this Fifth Amended Declaration. A copy of the Association's rules and regulations, if any, shall be maintained at the Association's office.

Section 20. Party Wall (A common wall separating two individual units). All common party walls shall be maintained by the Owners of those Dwelling Units adjoining a party wall subject to the right, but not the obligation, of the Association to maintain the same as hereinafter set forth. If an Owner, or his agents, guest, invitees or others whose presence is authorized by an Owner, including an Owner's tenant, damages a common or party wall, or causes damage to the person or property of an adjoining Owner or tenant as the result of damage to a party or common wall arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall and for the damages to the person or property of the adjoining Owner or tenant, and for the cost incurred by the Association or adjoining Owner or tenant in repairing the party wall.

All cost of reconstructing a party wall in the event such party wall is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants shall be borne equally by the Owners of the Dwelling Units adjoining such party wall. In the event one Owner bears the entire expense for reconstruction of the party wall, then in such event, the Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall one-half (1/2) of the expense incurred in that

reconstruction. Either adjoining Owner or the Association shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice, solely for reconstructing the party wall where a threat to life or property exists and non-construction or repair will perpetuate that threat. Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either adjoining Lot. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any cost involved in tying into the party wall and payment of any damage occasioned therefrom.

Either party shall be subject to an easement of support for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to adjoining Dwelling Unit.

Section 21. Drilling Oil, etc. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or on the aforementioned Lot. 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 Lot.

Section 22. Garbage Containers. All Owners shall keep and maintain in said Dwelling Unit, covered garbage containers in which all garbage shall be kept until removed from said Dwelling Unit. Garbage container shall be kept at all times within the residence or garage. The covered garbage container must be returned inside the garage on pick up day. If garbage is put out prior to daybreak on the scheduled collection day, it must be in a covered, firm plastic garbage container.

Section 23. Clothes Drying, Cleaning of Rugs, etc. No patios or walk-in areas shall be used for hanging garments or other objects, or for cleaning rugs or other household items. No drying of laundry shall be permitted in front of the Dwelling Unit. Garage doors must be lowered sufficiently so that laundry is not visible from the street. Drying of laundry shall be done on devices designed and intended for that purpose which shall be stored out of sight when not in use.

Section 24. Lawn Ornaments, Patio and Lawn Furniture.

- a. Lawn ornaments/statues may be placed only in the mulched area of the Dwelling Unit. One bird bath, feeder and one other lawn ornament (including a seasonal flag, garden flag or concrete item) will be allowed in the mulched area of the Dwelling Unit. No more than three (3) potted plants are allowed in the mulched area. All empty flower containers must be removed and stored in the garage.
- b. Seasonal decorations for the holidays such as Halloween, Christmas, Thanksgiving, etc. shall be allowed and must be removed within ten (10) days after the holiday. No blow-ups are allowed in the Common Areas and may only be placed on the Lot of the Dwelling Unit. Only LED lights are allowed in the Common Areas.
- c. Flags. Upon recommendation of the DAB, the Board shall approve the location for American flags. A fixture for displaying the American Flag may be attached to the front wall (stucco) of the Dwelling Unit or removable in ground holder. The height of the flag should not exceed ten feet (10'). No permanent flag poles shall be permitted. Flags must be displayed according to recommended flag protocol. A light must shine on the flag if flown after dusk.

- d. **Patio and Lawn Furniture.** Patio furniture shall be allowed only on a paved patio area. No grill, lawn chairs or similar items shall be left in a location which would interfere with normal landscape maintenance. For safety reasons, all patio furniture must be contained within a garage or Dwelling Unit during a storm or an extended leave of the Homeowner.

Section 25. Mailboxes and Newspaper Receptacles. No mailbox or newspaper receptacles or other receptacle of any kind for use in the delivery of mail, newspaper, or similar material shall be erected or located on any Lot or any roadway and each Dwelling Unit will be assigned one box by the Association.

Section 26. Association Insurance.

- a. 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, in the amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) for damage to property in any one (1) occurrence or event.
- b. Copies of all such insurance policies or certificates thereof should indicate the premiums which have been paid and shall be retained by the Association and open for inspection by the Owners at any reasonable time.
- c. All insurance policies shall: 1) provide that they shall not be cancellable by the insurer without first giving thirty (30) days prior notice in writing to the Association, and 2) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

Section 27. Insurance on Dwelling and Duty to Repair.

- a. **Homeowners Insurance.** Each Homeowner shall be required to obtain and maintain adequate Homeowners Insurance on his Dwelling Unit which shall insure the property for its full replacement cost, with no deductions or depreciation, against loss by fire or other perils. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Each Owner shall be required to supply the Board annually upon renewal, evidence of insurance coverage on Owner's Dwelling Unit which complies with the provisions of this Section. The Board shall cause a record of insurance coverage of each Owner to be kept and will notify delinquent Owners.
- b. **Termite Protection Requirement.** Effective November, 2016 all Homeowners shall be required to obtain and maintain professional termite protection on their Dwelling Unit. Annually, all Homeowners shall be required to supply the Board, with a photocopy as evidence of termite protection on their Dwelling Unit, which comply with the provision of this Section.
- c. **Association's Rights in Regard to Homeowners Insurance and Termite Protection.** If the Homeowner Insurance protection provided under this Article and Section has not otherwise been adequately obtained by each Homeowner, as determined by the Board, then the Board shall have the right to place a fine/lien, as stated as a Remedies for Violation, against Homeowner. If an annual termite protection policy has not been provided to the Board, then

the Board shall have the right to contact a professional termite protection service on the Homeowner's behalf.

- d. Administrative Fee. Should the Association obtain termite protection coverage on a Dwelling Unit, then the Association may charge the Owner a special assessment against the Lot. An administrative fee of \$500 shall be added to the monies spent by the Association for said purpose.
- e. Repair or Replacement of Damage and Destroyed Property. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner for any reason within thirty (30) days, but ninety (90) days after any damage occurs, the Board has the right, but not the duty, to initiate repair or rebuilding of the damaged or destroyed portion of the structure and/or exterior of the Dwelling in a good and workmanlike manner in conformance with the original plans and specifications. The Board may advertise for sealed bids from any licensed contractor and then may negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repairs or rebuilding, unless such requirement is waived by the Board of Directors of the Association. In the event that insurance proceeds are not paid to the Association or are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board may levy a special assessment against the Owner in whatever amount is required to make up the deficiency. In addition, an administrative fee, to be determined by the Board, will be charged and assessed against the Homeowner.
- f. Failure to obtain Homeowners Insurance and Termite Protection. Notwithstanding anything to the contrary in any Section of this Article, the Association, its Directors and Officers shall not be liable should any person fail for any reason whatsoever to obtain homeowners insurance and/or termite protection coverage on a Dwelling Unit. It shall be the responsibility of each Owner to insure his property and protect his unit from termites as requested herein

Section 28. Leasing and Renting. At no time may more than ten percent (10%) of the 154 villas be designated as rental units. Only fifteen (15) villas may be rented concurrently. Purchasers or owners of villas intending to use their Unit as rental property must obtain written confirmation from the Board of Directors that their rental request will be permitted.

No Dwelling Unit shall be leased or rented without approval by the Board of Directors based upon background checks provided by Owner and unless said rental is evidenced by a written lease agreement for a rental or lease period of not less than three (3) months, or longer than twelve (12) months. An Owner intending to lease a Dwelling Unit shall give the Board written notice of such intention and a written background check of any prospective tenant performed by a licensed, reputable company at least thirty (30) days before intended commencement date of such lease. Included in the notice must be the name and address of intended lessee, a copy of the proposed lease, references of the proposed lessee, and any pertinent information the Association may require. Within seven (7) business days after receipt of the notice and information, the Board of Directors must either approve or disapprove the lease. Renewal of the lease agreement beyond twelve (12) months must be approved by the Board.

However, if the Association finds during the term of any such lease that the lessee has violated the rules and regulations of the Association of the terms and provisions of this declaration or that the lessee has otherwise been the cause of a nuisance or annoyance to the Owners, then the Association may so notify lessor of its disapproval of such lessee in writing and lessor shall be precluded from extending any lease to said lessee without the written approval of the Association. No Owner shall enter into a lease, rental agreement, or similar conveyance of use of a unit during the first twelve (12) months of ownership of that unit. It shall be the Owner's responsibility, at all times, to assure that any or all tenants or other occupants of the Owner's Dwelling Unit abide by this Declaration. The Board shall not be required to approve any lease, or renewal of the lease if:

- a. The homeowner is not current in payment of assessment(s) owed the Board.
- b. The lease is for a term of less than ninety (90) days.
- c. The lease is for anything less than the entire Dwelling Unit.
- d. The lease is not for the full unit owned. No unit may be leased or rented unless the entire unit is so rented.

If the Homeowner does not comply with requirements of the above paragraphs, whether by failing to provide the Board with notice of Homeowner's intention to lease his Dwelling Unit or otherwise, then such restrictions shall be assessed a fine or lien as recommended by the Board of Directors of the Homeowner's Association.

Any damage by renters is the sole responsibility of the Homeowner. In addition, a copy of the Fairmont Village Covenants shall be provided to the renter. The Homeowner or rental agency must provide a copy of and explain the Association's conditions and restrictions to the renter, and a copy of the Documents must remain on the premises at all times.

Section 29. Approval of Draperies, Curtains and Shades. All draperies, curtains, shades, or other similar window coverings installed in a dwelling and which are visible from the street, from other dwellings within the community, shall have neutral or light colored backing, unless otherwise approved by the DAB in writing. In addition, the color, unless neutral, of all draperies, curtains and shades, or otherwise similar window coverings installed inside a screened or glass porch must be approved in writing by the DAB.

Section 30. Roof Replacements. Any Owner desiring to replace or repair Owner's Dwelling Unit roof must submit a sample of Owner's replacement shingle for approval to the DAB prior to repair or replacement. The DAB will approve of such a repair or replacement only if the submitted sample will be compatible with the existing shingles within the development.

Section 31. Outside Lighting. Garage/post lamps are restricted to usage of 60-watt (500-1000 maximum lumens) rated output from clear or white frosted incandescent, fluorescent, or halogen type bulbs. Walkways, flood, amber emergency lighting is permitted by direction of the DAB. All pole lights must be on from dusk to dawn. Fixture replacement must comply with the original design and be approved by the DAB. Decorative colored lights may be displayed during the holiday season.



Section 32. No Garage Conversions. No construction or other alteration of garage space shall be made to convert such area into a living space. No living area, including but not limited to living room, bedroom, study, den, recreation room, playroom, kitchen, or bathroom, shall be constructed in the space designed on the original floor plan for the Dwelling Unit as 'garage'.

Section 33. Golf Carts. Golf carts shall only be stored in an enclosed area. They may not be stored on the patio or lawn.

Section 34. Occupancy Restriction. No person who is adjudicated to be a sexual predator or habitual sex offender and required to register with a designated agency, thereby requiring notice to be given pursuant to the Sex Offenders Act or similar statute from other jurisdictions as may from time to time be amended, may reside in or occupy a Dwelling Unit and/or enter onto or remaining on the Fairmont Village Properties for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to all remedies provided for by the law as well as this Document.

The Association shall not however be liable to any Unit owner or Occupant or anyone visiting any Unit Owner or the Association as a result of the Association's failure whether negligent, intentional or otherwise to enforce the provision of this restriction.

Section 35. Driveways, Sidewalks and Curbing. Any Unit Owner desiring to paint his/her driveway, sidewalk or curbing must receive DAB approval and may only use the approved Fairmont Village color. Sidewalk and porch pavers or tiles must be approved by the DAB. No stamped-design concrete or pavers are allowed on the driveway.

Section 36. Propane Tanks. No propane tanks may be installed in ground or above ground. The foregoing shall not be deemed to prohibit the use of portable propane tanks for barbeque grills and smokers, including, but not limited to heaters, grills and smokers.

Section 37. Ownership of Lots. No person or entity shall own more than two (2) Lots. The foregoing shall not apply to any institutional lender that has obtained a title to a Lot by foreclosure or by deed in lieu of foreclosure.

Section 38. Hurricane Shutters. Hurricane shutters, consisting of material designed for that purpose may be installed. Hurricane shutters may be used only when impending weather conditions warrant. Hurricane shutters shall not be used for privacy or security or closed when not necessary to protect from imminent adverse weather.

ARTICLE VIII  
COVENANTS AGAINST PARTITION AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Section 1. Covenants. Recognizing that the full use and enjoyment of any Lot or Dwelling Unit is dependent upon the right to use and enjoyment of the Common Area 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 the Common Area be retained by the Owners of the Lot or Dwelling Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition, there shall exist no right to transfer the right to the use and enjoyment of the

Common Area in any manner other than as an appurtenance to and in the same transaction with a transfer of title to a Lot or Dwelling Unit. Any conveyance of a Lot or Dwelling Unit shall include the right to use and enjoyment of the Common Area appurtenant to such Lot or Dwelling Unit 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 Dwelling Unit is conveyed.

ARTICLE IX  
MEADOWCREST COMMUNITY ASSOCIATION, INC.

Section 1. Membership. All Lot or Dwelling Unit Owners in Fairmont Village are also subject to membership in and assessments for the Meadowcrest Community Association, Inc. The restrictions, privileges and duties of the Community Association are set forth in the Declaration of Covenants, Conditions and Restrictions for Meadowcrest Community, as recorded in Official Records Book 647, Page 1961; and re-recorded in Official Records Book 649, Page 857; and as amended in Official Records Book 678, Pages 1502-1525, Public Records of Citrus County, Florida.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. Any Board member or owner shall have the right and the obligation to bring to the attention of the Board, any apparent violation of this Declaration of Restrictions. All complaints shall be brought to the Board by filing a written notice signed by the person bringing forth such complaint. The Board will then evaluate the complaint to determine if a violation does exist. No anonymous complaints will be recognized. The failure of the Association or any Owner to enforce any provision of this Declaration shall not be deemed a waiver and shall not be a defense to a subsequent enforcement of the same or similar provision of this Declaration in the future.

In the event the Board determines that a violation has occurred, the Board shall take all the steps necessary to correct such violation by utilization of the fine procedures set forth by the Bylaws, or as provided in this Article.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of the Court shall in no way affect any other provision, which remains in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument approved by a majority of the voting interests present, in person or by proxy, represented at a meeting at which a quorum has been attained.

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

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to benefit of and be enforceable by the Association of any member thereof for a period of ten (10) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to by affirmative vote of the then Owners of at least two-thirds (2/3) of the Lot or Dwelling Units.

Section 6. Remedies for Violation. Violation or breach of any condition, covenant or restriction herein contained shall give the Association or any Owner 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, or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, providing such proceeding results in a finding that such Owner was in violation of the restrictions or covenants. Expenses of the litigation shall include reasonable attorney's fees incurred by the Association, or an Owner seeking such enforcement.

Section 7. Usage. Wherever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida, and shall take precedence over any previous Declaration of Covenants, Conditions and Restrictions for Fairmont Village.

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