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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
HIGH RIDGE VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**



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Prepared by: Hillside Properties, LLC., 300 S Pine Island Rd, Ste 110, Plantation, FL 33324

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH RIDGE VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGH RIDGE VILLAGE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 27<sup>th</sup> day of September, 2005, by Southern Multicapital Corp., a Florida corporation (hereinafter referred to as "Developer");

Developer is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Developer intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Developer desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration;

Developer hereby declares that all of the property described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, and covenants, which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, personal representatives, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

**Article 1: Definitions and Construction**

Section 1. DEFINITIONS. Unless the context expressly or necessarily requires otherwise, the following terms have the following meanings wherever used in the Legal Documents.

(a) "Applicable Law" means any constitutional provision, statute, ordinance, rule, regulation, order, permit requirement, resolution, or other positive enactment having the force of law and (1) from time to time applicable to the Properties, any activities on or about the Properties, the Association, or any person affected, and (ii) validly enacted, promulgated, adopted, or enforced by any sovereign. To the extent not inconsistent with the context, such term also includes the general principles of decisional law.

(b) "A.R.B." means the Architectural Review Board.

(c) "Articles of Incorporation" or "Articles" means the Association's articles of incorporation, as filed with the Secretary of State of the State of Florida, as from time to time amended.

(d) "Association" means High Ridge Village Homeowners' Association, Inc., a

Florida corporation not for profit, its corporate successors, and such of its assigns as may receive title to any of the Common Properties upon any dissolution of the Association, as provided in the Articles.

(e) "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may from time to time be amended and exist.

(f) "Board" or "Board of Directors" means the Association's Board of Directors, as from time to time duly constituted pursuant to the Articles and By-Laws, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

(g) "Builder" means any person who from time to time acquires an interest in any of the Properties from Developer for the purpose of completing the Work, but who is not designated a "Developer" in a recorded instrument.

(h) "Class B Control" shall mean and refer to the period of time during which the Class B member is entitled to appoint a majority of the members of the Board of Directors, as provided in the By-Laws.

(i) "Common Area" or "Common Properties" means all real and personal property, or interest therein, from time to time owned by the Association for the common use and enjoyment of all Homeowners. The initial Common Properties shall be conveyed by the Developer to the Association prior to the conveyance of any lot to any purchaser other than a builder or developer holding title for the purpose of development and resale. The initial Common Properties consist of:

- i) any entry walls, or other walls interior to the Properties, water retention and associated drainage areas, surface water or storm water management systems, private roads, guard house, clubhouse and any other improvements, and the benefit of the easements established by this Declaration for the maintenance and restoration of said common improvements; subject to the provisions of Article II hereof, and
- ii) the benefit of the easements established by this Declaration for any common facilities that from time to time may be installed on any Lot, as provided in this Declaration, and
- iii) for purposes of maintenance only, any common landscaped area from time to time maintained within any street right-of-way, if any, and
- iv) the underlying fee simple title to any area burdened by any easement dedicated by the Plat that is not included within the boundaries of any Lot
- v) water, sewer pipes and lines and any ancillary pump stations, etc. to the property lines.

(j) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles.

(k) "Declarant" and "Developer" shall mean and refer to Hillside Properties, LLC., and its successors and assigns.

(l) "Declaration" means this "Declaration of Covenants, Conditions and Restrictions for High Ridge Village" as from time to time amended.

(m) "Entry Wall" means one or more walls or similar structure installed as part of the Work on or along any of the perimeter boundaries of the Properties or at any entrances to the Properties or within the Properties, together with any footing, related equipment (including wiring or irrigation systems), landscaping, and other appurtenances, and any replacements of any of the foregoing.

(n) "Homeowner" or "Lot Owner" means the person(s) who from time to time hold(s) record fee simple title to any Lot. Any co-owner is a "Homeowner" for all purposes, except (i) unless the Association is notified otherwise in writing, either spouse has apparent authority to give and receive any notice, and exercise the vote, with respect to any Lot held in a tenancy by the entireties; and (ii) a co-owner not in possession is not entitled to receive any notice with respect to any Lot, unless such co-owner gives the Association written notice specifying such co-owner's address for purposes or notice. Any Developer or Builder is a 'homeowner' to the extent of each Lot to which such Developer or Builder from time to time holds record title, except as expressly provided otherwise.

(o) "Legal Documents" means this Declaration, the Plat, the Articles, the By-Laws, and the Association's rules and regulations.

(p) "Lot" means each residential subdivision lot from time to time delineated as such on the Plat and on future plat(s) of High Ridge Village. "Dwelling Unit" refers to the house built on the Lot.

(q) "Member" means any Person entitled to membership in the Association, as provided herein.

(r) "Mortgage" means a mortgage, a deed of trust, a deed to secure a debt, or any other similar instruments given to secure the payment of a indebtedness.

(s) "Mortgagee" means the person or persons who, individually or collectively, from time to time is or are the record owner(s) of a mortgage.

(t) "Mortgagor" means any Person who gives a Mortgage.

(u) "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.



- (v) "Plat" means the subdivision plat of Phase I of HIGH RIDGE VILLAGE. And subsequent subdivision Plats for HIGH RIDGE VILLAGE.
- (w) "Preliminary Plan" means the Preliminary Plan approved by Citrus County.
- (x) "Properties" means all lands from time to time included within the boundaries of the Plat. As future Phases of High Ridge Village are platted in accordance with the Preliminary Plan. "Properties" shall also mean lands included within the boundaries of said additional plats. The term "High Ridge Village" shall also mean the "Properties".
- (aa) "Required Percentage" means the percentage, provided in the Articles, as may be amended from time to time.
- (ab) "Resident" means any Homeowner, and any tenant, contract purchaser, or family or household member of any Homeowner who resides upon the Homeowner's Lot.
- (ac) "Work" means the development of the Properties as a residential community by, among other things, the construction and installation of streets, buildings, and other improvements, including residential dwellings, and the sale, lease, or other disposition of any part of the Properties as completed Lots, with or without residential dwellings.
- (z) "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-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40c-40, or 40c-42, F.A.C.

**Section 2. INTERPRETATION.** Unless the context expressly or necessarily requires a contrary interpretation, the following shall apply to interpreting the Legal Documents:

- (a) Number and Gender. The use of the singular includes the plural, and vice versa; and the use of any gender includes all genders.
- (b) Expense. Any action is at the expense of the person (with the exception of this Association) required to take it, whether taken by or for the account of such person.
- (c) Headings. Headings are for the indexing and organization only and may not be used to interpret any substantive provisions.
- (d) Inclusion. Each use of the terms "Common Properties", "Lot", "Properties" and "Entry Walls" includes (i) any parts applicable to the context, with the same effect as though the words "all or any applicable portion of the" immediately preceded each use of such term, and (ii) any improvements, structures, fixtures, attachments, trees, vegetation, and other appurtenant

property, together with the benefit of any easements and other appurtenant rights.

The Legal Documents must be interpreted to avoid inconsistent results and otherwise in a reasonable, practical manner to effect its purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for its development and enjoyment as a residential community. This Declaration will not be interpreted against Developer solely because it was prepared by the Developer.

## ARTICLE II: Common Area

Section 3. EXTENT. Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board in accordance with procedures it may adopt. An owner who leases his or her individual property shall be deemed to have delegated all such rights to the individual property's lessee.

The benefit of such rights and easements over, across, and through the Common Properties shall be subdivided among the lots within the Properties and such other lands as may, in Developer's discretion, be annexed hereto as future Phases of High Ridge Village, in accordance with the Preliminary Plan. In no event does the benefit of any such easements extend to the general public or grant any right of access or entry to the general public. The benefit of all rights and easements granted by this Declaration is a permanent appurtenance to, and passes with, each conveyance or other transfer of title to every Lot. Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration for any reason whatsoever including without limitation to the extent included originally in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Developer.

Section 4. MAINTENANCE. The Association, subject to the rights of the Homeowners set forth herein, shall be responsible for the exclusive management and control of the Common Properties and all improvements thereon, and shall keep and maintain same in a good, clean, attractive and sanitary condition, order and repair. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such areas. The Association may maintain property, which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the development.

Section 5. RESTITUTION. Each Homeowner will reimburse the Association for any damage or waste to any of the Common Properties caused by such Homeowner or any Entitled User of such Homeowner. Any tenant or contract purchaser, as the case may be, of any Lot will reimburse the Association for any such damage or waste caused by such tenant or contract

Purchaser, or any Entitled User of such tenant or contract purchaser.

✱ **Section 6. OWNER'S RESPONSIBILITY.** Each Owner shall maintain his or her property and all structures, parking areas and other improvements comprising his or her property in a manner consistent with the community-wide standard as established by the Legal Documents. If any Owner fails properly to perform his or her maintenance responsibility within 20 days after being notified in writing by the Association sent by certified mail return receipt requested, the Association may perform it and assess all expenses incurred by the Association against the property and the Owner thereof.

**Section 7. GENERAL RESTRICTIONS.** Except (i) with the Association's advance written consent, or (ii) as from time to time may be permitted by the Association's rules and regulations, or (iii) for any uses and activities expressly permitted by this Declaration:

(a) **Obstructions.** The Common Properties may not be obstructed, nor may anything be installed, maintained, restored, or permitted to remain on the Common Properties, except such improvements and other property that may be installed by Developer as part of the Work their respective replacements, renewals, and substitutions.

(b) **Alterations.** Nothing may be altered on, or removed from, the Common Properties.

(c) **Activities.** No activity is permitted in or upon the Common Properties, except those activities for which the Common Properties may be suitably improved as part of the Work. All such permitted activities are subject to the Association's rules and regulations.

(d) **Capital Improvements.** Any capital improvements to the Common Properties, except maintenance and restoration of any items installed as part of the Work, require special approval by the Association. Any conveyance, encumbrance, dedication, or disposition of the Common Properties must be approved by the Association unless and except as otherwise provided herein.

**Section 8. UTILITY EASEMENTS.** After conveyance of the Common Properties to the Association, easements in addition to those established by the Plat, for utility purposes, may be granted over the Common Properties by the Association. No such easement, whether granted by this Declaration, the Plat, or any other instrument, authorizes any utility to extend any right of access or use to the general public.

**Section 9. SPECIAL CONDITION FOR SIDE AND REAL LOT LINE DRAINAGE AND MAINTENANCE OF FLOW PATTERNS.** The Association and all lot owners shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity to obstruct the drainage within the lot line grading patterns as established in the permitted construction plans. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water

management system approved and on file with the Southwest Florida Water Management District (SWFWMD). All lot owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the property and reconstruct the intended flow pattern and assess the property owner with the expense.

Section 10. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall have the authority to obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Properties. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage may be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the current replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Properties, the Association and its members for all damage or injury caused by the negligence of the Association of any of its members or agents. The amount of coverage shall be in the discretion of the Association's Board of Directors.

Premiums for all insurance on the Common Properties shall be Common Expenses of the Association and shall be included in the General Assessment. The Policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties. Such insurance shall be governed by the provisions here in after set forth:

- (a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating.
- (b) All policies on the Common Properties shall be for the benefit of the Association and shall name the Developer as an additional insured.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgage having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants or the Mortgagees.

- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Homeowners, and their respective tenants, servants, agents, and guests;
  - (ii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Homeowners;
  - (iii) that any "other insurance" clause in any policy exclude individual Homeowner's policies from consideration; and the Association will be given at least thirty (30) day's prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, to the extent required by law, and directors' and officers' liability coverage, if reasonably available. The amount of coverage shall be determined in the directors' best business judgment.

Section 11. PROCEEDS. Any insurance, condemnation, and other proceeds that may be payable with respect to any damage or taking with respect to the Common Properties will be paid to the Association, to be held and applied by the Association for restoration, unless it is determined by the Board of Directors that restoration will not be required or should not be undertaken.

No Homeowner or Mortgagee has any claim or right or remedy with respect to any insurance proceeds payable or paid to the Association pursuant to any insurance maintained by the Association. Without limitation, if the Board of Directors decides that restoration will not be required, or undertaken, any such proceeds may be used by the Association for any lawful purpose.

The foregoing provisions apply only to the apportionment of the proceeds that are payable as compensation for any Common Properties taken. They do not apply to any compensation for expenses incurred as a result of any taking, such as moving or relocation expenses, so long as such separate award does not reduce the proceeds otherwise payable as compensation for any Common Properties taken.

Section 12. OWNERSHIP RIGHTS LIMITED. No transfer of title to any Lot passes any rights in or to the Common Properties, and no provision in any deed or other instrument of conveyance of any interest in any Lot may be interpreted as passing any such rights, except as expressly stated in this Declaration, or the Plat, or both. There shall be no physical partition of the Common Properties or any part thereof, nor shall any Person acquiring any interest in the Common Properties or any part thereof, seek judicial partition unless the Common Properties have been removed from the provisions of this Declaration.

Section 13. THE WORK. Nothing contained in this Declaration, the Articles, the Dy-

Laws, the Plat, or any of the Association's rules and regulations, may be interpreted to prevent or restrict Developer, Builder, or their respective contractors, subcontractors, agents, employees, customers, and guests, from doing or performing on any part of the Properties owned or controlled by Developer or Builder whatever they individually or collectively from time to time determine to be necessary, convenient, or desirable to develop the Properties and otherwise complete the Work, including;

(a) Improvements. Installing, maintaining, restoring, and removing, in any applicable combination, such structures, improvements, and other property in any manner not prohibited by applicable law as may be necessary, convenient, or desirable to complete the Work, establish the Properties as a residential community, and dispose of the Properties in parcels by sale, lease, or otherwise, including the installation, maintenance, restoration, and removal of dwellings, model homes, sales offices, and construction offices; or

(b) Development. Performing any activities permitted or required by applicable law that are necessary, convenient, or desirable to complete the Work, establish the Properties as a residential community, and dispose of the Properties in parcels by sale, lease, or otherwise; or

(c) Signs. Installing, maintaining, restoring, and removing such signs and other displays, and conducting such activities not prohibited by applicable law, as may be necessary, convenient, or desirable in connection with the sale, lease or other disposition of the Properties.

X Notwithstanding the foregoing, the exercise of any right or remedy provided by this Article in favor of a Builder may be limited or prohibited by agreement between Developer and any Builder. \*

Section 14. TEMPORARY EASEMENTS. Easements are reserved for the benefit of Developer and any Builders over, across, and through the Common Properties for any uses, structures, and activities necessary, convenient, or desirable to complete the Work, including the development of the Common Properties, and to construct, remodel and repair homes and other improvements on individual lots.

Such easements must be exercised so as not to cause any permanent, material damage to any completed portion of the Common Properties, or to obstruct any of the Common Properties unnecessarily. Developer or any Builder will promptly restore any damage that such Developer or Builder causes any completed Common Properties by the exercise of the foregoing easements, or reimburse the Association for any expenses of restoration.

Such easements include the right to maintain signs and displays and to conduct sales and promotional activities and to allow access by potential buyers to any Lot owned by the developer or any builder and allow access to common areas for the purpose of showing potential buyers the amenities contained on the common property.

**ARTICLE III: Entrance Walls, Clubhouse (if applicable)**

Section 15. EASEMENT. Any Lot on or along which the Entry Wall from time to time is situated is burdened to a depth of ten feet from all sides of the footing of the Entry Wall, which may encroach on any said lot, along with an easement for the installation, maintenance, restoration, and removal of the Entry Wall. The Homeowner of such Lot may make any use of the foregoing easement that is not inconsistent with the purpose of the easement herein created; but no permanent attachment may be made to the Entry Wall, and no permanent wall, building, or other structure may be installed, maintained, restored, or permitted to remain on any Lot within ten feet of the Entry Wall, except a fence. The Association also has a right of entry, as provided in this Declaration, to each Lot on or along which the Entry Wall is situated to install, maintain, restore, and remove the Entry Wall.

Section 16. RECONSTRUCTION. The easements established by this Declaration with respect to the Entry Wall extend to the Entry Wall, as it from time to time exists, including any replacement. Such easements accordingly are not terminated, impaired or discharged by any damage to the Entry Wall; and the Association, promptly following any damage to the Entry Wall, must repair or restore the Entry Wall.

Section 17. MAINTENANCE. The Association shall be responsible for all exterior surface maintenance on the Entry Wall. In addition, the Association shall be responsible for the maintenance (both interior and exterior) and for the structural integrity of the Entry Walls and Clubhouse, and facilities appurtenant thereto.

**ARTICLE IV: General Servitudes**

Section 18. RECIPROCAL EASEMENTS. Each Lot and the Common Properties are benefited and burdened with mutual, reciprocal easements for drainage, lateral and subjacent support, and overhanging trees and limbs. No part of the Properties may be excavated, filled, or otherwise altered if any such activity materially alters the drainage patterns or surface elevations and grades established as part of the Work. The easement established by this Section does not authorize the installation, maintenance, or restoration of any drainage structures, facilities, or installations, except within the areas designated as an easement for drainage on the Plat

Section 19. ENCROACHMENTS. There is an easement on the rear of each lot to the extent of not more than one foot to maintain any unintentional encroachment of any improvement or structure from time to time installed anywhere within the Properties. The foregoing easement continues only so long as the original improvement or structure creating the encroachment remains in existence and does not extend to any restoration, replacement, or substitution of such improvement or structure. The foregoing easement includes encroachments over boundary and setback lines and onto easement areas. No maintenance or other continuation of any encroachment, intentional or unintentional, otherwise establishes any prescriptive or adverse rights anywhere within the Properties, except as expressly provided in this Section.

Section 20. UTILITY EASEMENTS. Easements for installation, maintenance,

restoration, and removal of utilities, and for ingress and egress to such utilities, may be established over, across and through certain Lots by and as shown on the Plat. No such easement grants or authorizes any access or entry to or by the general public. Within such easement areas, no building, structure, planting, or other materials may be installed, maintained, restored, or permitted to remain that may damage or interfere with their use for utility purposes; but such areas otherwise may be maintained and restored by the Homeowner of each such Lot, except to the extent any maintenance or restoration is furnished by a public or private authority or utility. Easements for electrical service in favor of the electric utility providing said service may be by easement document separate from the Plat. The A.R.B. may, in its discretion, require all or less than all of the lots to have underground electrical service from the poles to the house or other structure on the lots. In the event underground service is so mandated, a lot owner will be required to give an easement to the electric utility company to accommodate such underground service.

Section 21 COMMON FACILITIES. Sign posts, street lights, street signs and other common facilities may be installed, in whole or in part, within certain Lots by Developer, or may be required or authorized to be so installed by Developer, as part of the Work~ Each Lot upon which any such common facility is so installed is burdened with permanent, non-exclusive easements (i) in favor of the Association and each Homeowner to use or otherwise enjoy each such facility in a reasonable manner for its intended purposes, and to prevent any interference with such use or enjoyment, and (ii) in favor of the Association for its maintenance and restoration.

The Association may exercise its right of entry provided by the following Section on to any Lot for the purpose of maintaining or restoring any such facility. No Resident has any duty of maintenance or restoration with respect to any such common facility, nor is any Resident liable to any person for any condition that from time to time may exist in, on, or with respect to any such facility, unless such condition is created by such Resident

Section 22. RIGHT OF ENTRY. The Association has a reasonable right of entry onto each Lot to the extent necessary to discharge any duty imposed, or exercise any right or remedy provided by or available with respect to, this Declaration, the Articles, the By-Laws, or Applicable Law. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable advance notice whenever circumstances permit. The Association's right of entry may be exercised by its officers, agents, employees, and contractors.

#### **ARTICLE V: Lot Servitude**

\* Section 23. USE. No Lot shall be used except for residential purposes. The term "residential" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling Unit. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, and only patios, porches, garages, out-building (as hereinafter defined), a swimming pool, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum of a two-car garage. The foregoing shall not prohibit the Developer or any of its Builders from using Dwelling Units as models or offices.



No manufactured or mobile homes shall be placed upon any Lot in the Property. Wells shall be used for irrigation purposes only.

\* No lot shall be used for any commercial enterprise of business activity. Lot Owner may lease their home site for terms of no less than seven (7) months. The prospective tenant has to be approved by the Association. The tenant shall abide by all covenants and deed restriction of High Ridge Village. The lot owner shall be responsible for any damage to the lot or the Common Areas caused by the tenant or the tenants guests or invitees.

Section 24. OUTBUILDING. Any structure erected apart from the main residence must be permanent in character. A (one) utility building shall be permitted if approved by the A.R.B. Any permitted outbuilding, shall conform architecturally with the dwelling and is subject to approval by the A.R.B. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently.

\* Section 25. MINIMUM RESIDENCE SIZE. No dwelling in the subdivision shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1300 square feet. Some variation may be allowed in the sole discretion of and with the approval of the A.R.B. upon careful architectural review.

Section 26. SET-BACK REQUIREMENTS. All Dwelling Units shall be set back at least as far as required by the minimum setback requirements specified by any of the following restrictions:

- (a) Any setbacks as shown on the plat; or
- (b) The Citrus County Building and Zoning Code, or
- (c) No building shall be erected less than 20 feet from the front lot line.
- (d) No building shall be erected less than 15 feet from the back lot line..
- (e) No buildings shall be erected less than 5 feet from any side lot line.

Section 27. MINIMUM LOT SIZE. No lot shall be divided, subdivided, or reduced in size by any method whatsoever, without the prior written consent of Developer. Adjoining Lots under one ownership may be used for one (1) dwelling, in which event, this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat, and as reserved in Article III of this Declaration.

Section 28. NUISANCE PROHIBITED. No residence or other structure on any Lot shall be used for commercial or business purposes except as otherwise provided for in this Declaration. Each Owner shall refrain from any at or used of this Lot which could reasonably cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical Devices on a non-commercial basis shall not be permitted. The shooting of firearms, fireworks or pyrotechnic devices of any type or size, and such other inherently dangerous activities, shall not be pursued or undertaken on any Lot or within the Properties including the Conservation Area.

(b) No rubbish of any character whatsoever, nor any substance, thing, or material, shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Properties.

Section 29. DRAINAGE. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Developer may obstruct or re-channel the drainage flows after location and installation of drainage swales, or storm drains. Developer hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 30. ON SITE CONSTRUCTION REQUIRED. No structure shall be moved onto any Lot, except a builder's temporary Structure, which shall be used by the Developer or Builder in connection with construction work and activities engaged upon any Lot.

Section 31. ANIMALS. No animals, livestock or poultry of any kind shall be kept, raised or bred on the lot except that dogs, cats and other common household domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no persons owing, or in custody, possession, charge or control of any dogs shall cause, permit, or allow the dog to stray, run or any manner be at large in or upon the streets and right of ways in the development, or in or upon the private property of others; and provided further that no more than a total of two common domesticated household pets may be kept on any lot. No permitted pet(s) shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 32. RECREATIONAL EQUIPMENT. No recreational equipment, including but not limited to swing sets, swings, sandboxes, basketball pole and hoop and trampolines shall be located on the front yard of the Lot. They are permitted in the backyard, as long as they are not unsightly and overtly offensive to Neighbors. In disputed cases the "A.R.B." will decide.

Section 33. RECREATIONAL VEHICLES. No off the road vehicles of any kind will be permitted to operate within the boundaries of the Properties. This is not meant to impede the work of the developer and its agents or employees, their vehicles and machines necessary to do the Work.

Section 34. BURNING PROHIBITED. No open fires of any kind are allowed within the boundaries of the properties except those permitted by appropriate governmental authorities.

Section 35. SIGNS. No signs of any kind including "For Sale", and other similar signs shall be displayed to the public view, erected or maintained on any Lot. Signs approved by the

A.R.B. to used by a Builder to advertise the Lot(s) during the construction and sales period are allowed.

Section 36. EXTERIOR ATTACHMENTS. No clotheslines or clothes hanging devices visible from a street shall be permitted. No exterior aerials or transmission or receiving tower(s) apparatus or devices, or other similar or dissimilar exterior attachments shall be permitted on any Lot. Small dishes are allowed. Placement shall be approved by the A.R.B. and screened from view. All television antennas shall not be permitted.

Section 37. TREES. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. Efforts to encourage tree planting on each Property will be a priority agenda of the A.R.B.

Section 38. PROHIBITION OF WALLS AND RESTRICTIONS ON FENCES OR HEDGES

All fences shall be constructed in accordance with the specifications provided by the Developer, or as approved by the A.R.B. All fences shall require the advance approval of the A.R.B. Fences and/or hedges more that 6 feet in height shall not be erected or maintained on any lot or parcel of land, and provided further, no fence or hedge shall be erected along or near the front property line or along the lot sidelines nearer the front property line than the rear of the residence placed on the Lot. All fences shall be constructed of materials approved by the A.R.B. Fences shall be not considered "structures" as that term is used in Article IV, Section 18.

Any walls of any type are prohibited, unless incorporated in the development and at the discretion of the Developer. Exemptions can be reviewed by the A.R.B.

Section 39. COMMERCIAL USES. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot, except that Developer, real estate brokers, homeowners, and their agents may show dwellings for sale or lease, and except as may be elsewhere set forth in Paragraphs 31 and 37 of this Declaration.

Section 40. REQUIRED ENCLOSURE. All garbage or trash containers, oil tanks, bottle gas tanks, water tanks, water softeners, wood piles, and other similar items, structures, equipment, apparatus or installations shall be placed under the surface of the ground or within walled or fenced or landscaped areas so as not to be visible from the public streets, street rights of way or neighboring Lots.

Section 41. BURNING OF TRASH PROHIBITED. Burial or burning of trash will not be permitted. All trash and debris shall be removed on a continuing basis from each IOL

Section 42. APPEARANCE OF LOTS. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative, or unlicensed vehicles or portions thereof, or similar unsightly items, nor furniture or appliances designed for normal use or

operation within (as distinguished from outside of) a dwelling, shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the street, or the neighboring Lots. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twenty-four (24) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used. In order to implement effective insect, reptile and fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting 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 any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this section shall constitute a Special Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 43. LOT UPKEEP AND MAINTENANCE All Homeowners shall keep and maintain their lots, together with the exterior of all buildings, structures, and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the growth regularly cut, and trimmed back and to exercise generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth. Exterior colors are subject to A.R.B. review. All Homeowners shall maintain their roofs, gutters, down-spouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

Section 44. MOTOR VEHICLES. Except as hereinafter expressly provided, no camper, travel trailer, boat, van, aircraft, glider, truck, trailer, bus, motorcycle, or other motor vehicle shall be permitted to remain on any Lot or public street within the Subdivision, unless inside a garage.

Private passenger vehicles owned or used by the Homeowner or Resident of any Lot, may only be parked on a paved driveway or in a garage. On street parking is prohibited except temporary parking while providing services to a Dwelling Unit or a Property.

No commercial vehicle or any kind of school bus shall be permitted to be parked in the

Subdivision or on any street therein for a period of more than four (4) hours, unless the same is present for the actual construction, repair or maintenance conducted on any Lot, or the buildings and improvements located thereon, or the actual loading or unloading of goods, household effects, materials or equipment used in connection therewith. There will be no living by any individuals in any recreational vehicle located on any Lot except guests of homeowners shall be permitted to stay in recreational vehicles owned by said guests for a period of two (2) weeks in any one year. Said recreational vehicles shall not be permitted to park on the streets or areas designated as Common Areas.

Section 45. INITIAL CONSTRUCTION, REPAIR, REBUILDING. Construction of any dwelling or other structure or improvement shall be completed within eight (8) months from the date of commencement of construction thereof, unless a longer period of time is allowed by the A.R.B. in its sole discretion.

No building, structure or improvement, which has been partially or totally destroyed by fire or other casualty, shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure, or improvement is not so commenced within six (6) months, the Homeowner shall raze and or remove the same promptly from such Lot. Any Homeowner who has suffered damage to his residence by reason of fire or any other casualty may apply to A.R.B. for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by Homeowner, as provided in Article IX (Architectural Control).

Every building, structure, or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction, until the same be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, and other similar causes.

Section 46. CONTRACTORS. Each home and out-building shall be erected by a licensed contractor.

Section 47. STREET LIGHTS. The cost of maintaining the streetlights as erected by the Developer or Association, and payment of electrical bills for the street lights and any other light signs or building, or any other use of electricity for common area purposes, shall be borne by the Association.

Section 48. WINDOW TINTING. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Association.

Section 49. UNIT AIR CONDITIONERS. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the Association. It is the intention of this provision to authorize the Association to approve or disapprove such air conditioning units in its sole discretion, on purely

aesthetic grounds of any other grounds. All air conditioning units shall be located in the Rear Yard or in a Side Yard.

Section 50. INTERIOR MAINTENANCE. Each individual owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units 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 Association shall have the right to make reasonable repairs to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Special Assessment against the owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.

Section 51. GARAGES. Each Dwelling Unit shall have an attached garage designed for storage of at least two (2) automobiles. In order to maintain a harmonious and aesthetic appearance, the garage doors shall remain closed except when in actual use to allow ingress and egress into the garage for motor vehicles, lawn equipment and other residential uses.

Section 52. CLOTHES LINES. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.

Section 53. TREE REMOVAL AND LANDSCAPING RESTRICTIONS. Trees less than 4" in diameter and dead wood may be removed from the Lot as determined by the Owner, however, otherwise no living tree shall be cut down, destroyed or removed from the Property without the prior approval of the Association. All requests for approval of tree removal shall be submitted to the Association along with a plan showing generally the location of such tree(s). This restriction shall not apply to the Declarant in the course of construction, sales or maintenance of improvements upon the Property. Anyone violating the provisions of this section will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against of the Lots of the Owner. The Owner grants the Association, its agents and employees, an easement of ingress and egress over and across said Lot to enable it to comply with this Section.

Upon completion of the building(s), the entire Lot shall be sodded with St. Augustine from Back and Side Lot lines and corners to the street line, with the exception of the 5 foot natural buffer at the Back Lot Line. Full irrigation systems are to be installed to maintain the lawns so that they are uniformly green and well kept. Gardens are allowed in the backyard only, not to exceed six hundred (600) square feet in area and shall not have a perimeter length in excess of one hundred (100) feet or a dimension of any side or major axis in excess of thirty (30) feet. All hedges and plantings shall be well kept and aesthetic pleasing. The A.R.B. shall have the right to suggest and influence the end result of all landscaping. No parking of any utility trailer, travel trailer, recreational vehicle, boat, boat trailer, motor vehicle, trailer or other

moveable item shall be allowed on any area required to be sodded with grass pursuant to this provision.

Section 54. POOLS. No above ground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pools must either be screened or the Back Yard has to be completely fenced. All pool enclosures, including screening must be approved by the A.R.B.

Section 55. STORAGE. No items may be stored on a Lot outside a Dwelling Unit including, without limitation, scrap metal, junk and salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, lawn tools, supplies, lawn mowers, and equipment.

Section 56. HOUSEHOLD GARBAGE AND YARD TRASH. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fence area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Lot or on the Properties or construction of a Dwelling Unit.

Section 57. CONTAINERS AND FUEL TANKS. All containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard or Side Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be In form and of a material approved by the Association.

Section 58. LIGHTING. All exterior lighting on any Lot of Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any portions of the Properties except the Lot upon which the lighting is erected. The Association shall have the sole authority to determining whether exterior lighting constitutes and annoyance or unreasonably illuminates other portions at the Property. This provision shall not apply to street lighting installed by the Declarant, the Developer, the Association, or any governmental entity.

Section 59. DRIVEWAYS. All driveways shall be constructed of concrete, brick, or

ornamental pavers. Driveways shall not be painted unless approved by the Association.

Section 60. LEASES. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Declarant or the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration. Each lease shall contain the following provision:

“The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for High Ridge Village, that the lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorney fees.”

(In the event the foregoing language is not contained in any such lease; then the foregoing language is hereby incorporated therein by reference.) In the event a lessee or a lessee's invitee, guest, or licensee of Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of the Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than seven months. The Declarant, Association, or any property Owner shall have the right to collect attorneys fees against any occupant or tenant and the owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

All prospective renters or lease participants must be approved by the Association. The Association will take in consideration the applicants credit report, employment record, etc. to ascertain the applicant's eligibility.

Section 61. TIMELY COMPLETION OF DWELLING UNIT. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling shall be completed within eight (8) months from the issuance of the building permit for that Dwelling Unit.

Section 62. MAILBOXES. All mailboxes must conform to what is selected by the A.R.B. There will be no exemptions

Section 63. EXEMPTION OF DEVELOPER. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, or its designated assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the Work including without limitation:

- (a) Erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing the Properties as a residential community and disposing of the same in Lots



by sale or;

(b) Conducting thereon its business of completing the development and establishing the Properties as a residential community and disposal of the Properties in Lots by sale, lease, or otherwise, or;

(c) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale of the Property.

All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Developer and its designated assigns.

Section 64. EXEMPTION OF DEVELOPER AND DESIGNATED BUILDERS. Every person, firm or corporation purchasing a Lot recognizes that the Developer, or its designated assigns, or a builder designated in writing by Developer, or its designated assigns, shall have the right to:

(a) Use Lots and residences erected thereon for sales offices, field construction offices, storage facilities, and general business offices; and

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient in Developer's sole discretion; and

(c) Erect and maintain such signs on the Lots in connection with the uses permitted in (a) and (b) above.

It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Developer's or Builder's sales activity relating to the Properties, but shall benefit Developer, or Builder in the construction, development, and sale of such other property and Lots which Developer or Builder may own.

All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Developer, its designated assigns, or a designated builder.

#### **ARTICLE VI: The Association**

Section 48. MEMBERSHIP AND VOTING. Every Homeowner, as defined in Article I, shall be deemed to have a membership in the Association. No Homeowner, whether one or more Persons, shall have more than one (1) membership per Unit owned. Each home shall be construed to be one unit. The rights and privileges of member may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership right of a Lot owned by a corporation or partnership shall be exercised by the individual designated by the Homeowner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 49. VOTING. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class 'B' Member, if any. Class 'A' Members shall be entitled to one (1) equal vote, for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot.

In any situation where a Member is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote, shall be suspended if more than one (1) Person seeks to exercise it.

*GO ME* \* (b) Class "B". The Class "B" Member shall be the Developer. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-laws, are also specified in the By-Laws. The Class "B" Member shall be entitled to one (1) vote per Lot owned and, in addition, shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the By-laws. The Class "B" Member shall have a veto power over all actions of the Board of Directors and any committee as provided in the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) December 31, 2025; or
- (ii) when, in its discretion, the Developer so determines.

Section 50. COMMON PROPERTIES. As and to the extent provided in this Declaration, the Association has exclusive management and control of the Common Properties and any related equipment, fixtures, furnishings, and other tangible personal property. The Association must maintain the Common Properties and otherwise keep them in good, clean, substantial, attractive, sanitary, and serviceable condition, order, and repair for their respective intended purposes. Without limitation, the Association must maintain any improvements, including drainage and roads; fixtures, equipment, and tangible personal property installed or furnished by Developer as part of the Work. Unless the Board of Directors decides otherwise, the Association also must restore the Common Properties after any damage.

Section 51. SERVICES. The Association may obtain and pay for the services of any persons to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper maintenance and restoration of the Common Properties whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts.

The Association may contract with others to furnish security services, trash collection, lawn care, and any other services or materials, or both, to any Lots and shall in the event such services are to be provided to less than all the lots in the Properties, any costs of such services

must be assessed specifically against only those Lots enjoying their benefit, as provided below in this Declaration, and the advance consent of the Homeowner of each such Lot is required.

Section 52. RULES AND REGULATION. The Association from time to time may adopt, amend, and enforce rules and regulations governing any of the Common Properties, the exterior appearance of the Lots, or the Association's activities. Such rules and regulations must be consistent with the rights and duties established by the Legal Documents and must apply uniformly to their respective subject matter. The validity of the Association's rules and regulations and their enforcement is otherwise determined by a standard of reasonableness to protect the value, desirability, and marketability of the Properties as a residential community.

#### ARTICLE VII: Assessments

Section 53. ASSESSMENTS ESTABLISHED. Developer covenants and agrees, for each lot owned within the Property, 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 on behalf of itself and its successors and assigns, to pay to the Association (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", and (iii) specific assessment for acquired indebtedness hereinafter referred to as "Specific Assessments", such assessments to be established and collected as hereinafter provided.

The foregoing provision is called the "Assessment Covenant" and together with interest, costs, and reasonable attorney's fees shall be a continuing charge on the land, and is secured by a continuing lien upon each Lot, against which each Assessment is made. Such lien is called the "Assessment Lien" and binds any person now or thereafter having or claiming any right, title or interest in or to any Lot or Homeowner to the extent and otherwise as provided in this Article. Any such lien may be enforced by the Association in accordance with the laws of the State of Florida.

Section 54. PERSONAL DEBT. Every assessment properly made by the Association is also the joint and several obligation of the person or persons who was or were the Homeowner(s) of such Lot when such assessment fell due, unless a Homeowner who acquires any interest in any Lot by operation of law, and not by acceptance of a consensual conveyance, completely disclaims such interest by an appropriate recorded instrument within six (6) months after it is acquired.

No person not a Homeowner is personally liable on the Assessment Covenant. Without limitation, no Mortgagee is so liable unless such Mortgagee acquires record title to a Lot pursuant to or in lieu of the foreclosure or other enforcement of a mortgage; and such personal liability then is limited to assessments thereafter becoming due, as provided below in this Article.

Section 55. ANNUAL ASSESSMENT. The Association at least annually, shall levy an annual assessment to provide and be used for the management, maintenance, restoration, and improvement of the Common Properties, including the payment of taxes and insurance on the

Common Properties and any costs of labor, equipment, materials, management, and supervision, and any of the Association's other general activities and expenses. The assessments shall 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. All revenues derived from the annual assessment must otherwise be used to promote the recreation, safety, and general welfare of Residents and to enhance the value, desirability, and marketability of the Properties. The annual assessments shall be made, and its amount fixed, by the Board of Directors at least 30 days before the end of each fiscal year of the Association. Until December 31, 2005, the annual assessment will not exceed \$300.00. Thereafter, the annual assessment may be increased by the Board of Directors each fiscal year by any dollar amount not exceeding the CPI. The maximum amount determined according to the foregoing is called the "Permitted Increase". Any other increase in the annual assessment requires approval as a Special Assessment in accordance with Section 60 hereof. Said annual assessments do not include the electric bill which shall be billed separately on a monthly basis.

Absent valid action by the Board or membership to the contrary before the end of any fiscal year, the annual assessment then in effect automatically is deemed "made" for all purposes and continues in effect for the next ensuing fiscal year. The Annual Assessments provided for herein shall commence as of the first day of the month following the recording of this Declaration.

Section 56. SPECIAL ASSESSMENTS. The Association at any time may levy a special assessment applicable to the remainder of the fiscal year then in effect for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area. Any special assessment requires the assent of fifty-one percent (51%) of the Members of the Association authorized to vote who are voting in person or by proxy at a meeting duly called for this purpose. Any special assessment (which may be payable in one or more installments with or without interest as determined at the meeting) is disregarded in determining any Permitted Increase in the annual assessment for the following fiscal year.

18%  
30 days  
interest

\* Section 57. PAYMENT. Unless it exceeds \$300.00, the annual assessment is due and payable annually in advance, beginning January 1, 2006. If it exceeds \$300.00, the annual assessment may be payable in equal monthly or quarterly installments, as the Board may decide at the time the annual assessment is made. No assessment or installment bears interest unless it remains unpaid on the first day of the first calendar month following the month in which it fell due. Such installment then bears interest from its original due date through the date payment is received at a rate to be determined by the Board.

Section 58. NOTICE OF INCREASE IN ANNUAL ASSESSMENT. Written notice of any meeting called for the purpose of taking action to authorize an increase in the Annual Assessment shall be sent to all Members authorized to vote not less than ten (10) days or more than thirty (30) days in advance of the meeting; and for all other Assessments notice shall be sent to all members authorized to vote not less than five (5) business days nor more than ten (10) days in advance of the meeting.

Section 59. PROPERTY TAXES. Because the interest of each Homeowner in any of the Common Properties owned in fee simple by the Association is an interest in real property for the benefit of each Lot, and because no person other than a Homeowner or an Entitled User of a Homeowner has the right to the beneficial use and enjoyment of such Common Properties, Developer intends that the value of the interest of each Homeowner in such Common Properties be included in the assessment of each such Lot for property tax purposes.

If any taxing authority fails or refuses to so assess any such Common Properties, with the result that the property taxes in any given year assessed to the Association with respect to all such Common Properties exceed \$100.00, the amount of such excess may be specially assessed equally to all Lots by the Board, in its discretion. Such extraordinary assessment may be payable in a lump sum within 30 days after notice or may be amortized without interest over such number of months as the Board determines,. Any extraordinary assessment pursuant to this Section is not an increase in the Annual Assessment subject to the limitations of this Article and is disregarded in determining any subsequent Permitted Increase.

Section 60. SPECIFIC ASSESSMENTS. Any and all accrued, liquidated indebtedness of any Homeowner due the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Homeowner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association specifically against such Homeowner's Lot after it remains unpaid for thirty (30) days after written demand. Assessments made pursuant to this Section sometimes are called "Specific Assessments"; and the amount so assessed is referred to as being "assessed specifically" against a Homeowner's Lot. Any amount assessed specifically that from time to time remains unpaid bears interest at a rate to be determined by the Board from its original due date through the date payment is received, unless paid in full within 30 days after the demand required by this Section.

Section 61. GENERAL Except for Specific Assessments pursuant to this Article, any assessments must be uniform as to each Lot. In no event shall any Assessment Lien attach to any lot owned by Developer. In lieu of paying annual assessments, Developer may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Lot Owners other than Developer. No Homeowner or other Person having or claiming any interest in a Lot may defeat, discharge, or otherwise impair an Assessment Lien by disclaiming such person's interests or by non-use or abandonment of any Lot or any Common Properties.

No Homeowner personally liable on the Assessment Covenant, including a Builder, may defeat, discharge, or otherwise impair such liability by abandonment or non-use of any Lot or any Common Properties, except that a Homeowner who acquires any interest in any Lot by operation of law, and not by a consensual conveyance, may discharge such personal liability in full by completely disclaiming such interest by an appropriate recorded instrument within six months after it is acquired. No sale or other transfer of any interest in any Lot otherwise alters, impairs, or discharges the Assessment Covenant or the Assessment Lien except pursuant to, or in lieu of, the foreclosure or other enforcement of a First Mortgage, as expressly provided below in this Article.

Section 62. PRIORITY. The Assessment Lien is established by this Declaration and is a continuing lien against each Lot, prior in dignity to any other liens or encumbrances securing any obligation, except (i) liens perfected on the date this Declaration is recorded; any lien for taxes and assessments due any sovereign, but only to the extent such lien is given priority over the Assessment Lien by Applicable Law; and (iii) the lien for any sums validly secured by any First Mortgage from time to time encumbering such Lot, as and to the extent the Assessment Lien is subordinated by this Declaration.

Recording this Declaration is constructive notice to any subsequent purchasers and creditors of the existence and priority of the Assessment Lien, as established by this Section.

Section 63. NOTICE OF LIEN. The Association from time to time may record a notice of lien to further evidence the Assessment Lien; but, neither the recording of, nor failure to record, any such notice will alter, discharge, or otherwise impair the existence or priority of the Assessment Lien, as established by this Declaration. Upon payment of such reasonable uniform charge as the Association from time to time may impose to defray its costs, the Association will issue to any interested person a written certificate of the amount secured by the Assessment Lien against any Lot, together with such information relating to the Assessment Lien as reasonably may be requested. Each such certificate binds the Association and the person to whom it is directed, as to the information it contains, unless such person has actual knowledge to the contrary.

Section 64. SUBORDINATION. The Assessment Lien is subordinate to the lien of any First Mortgage, as provided in this Section. The sale or transfer of any Lot pursuant to a valid foreclosure or other enforcement of any First Mortgage, or other proceeding in lieu of any such foreclosure or other enforcement, extinguishes any amounts secured by the Assessment Lien that became due before such sale or transfer, without prejudice, however, to any right or remedy of the Association to (i) collect such amounts from any Homeowner personally liable for their payment, as provided above in this Article; or (ii) share in any proceeds of any such foreclosure or other enforcement remaining after full payment of all amounts properly secured by such First Mortgage.

No such sale or transfer alters, impairs, or discharges the Assessment Lien or Assessment Covenant as to any assessments thereafter becoming due, nor does it alter, impair, or discharge the Assessment Lien as to any assessments that were delinquent at the earlier of the recording of the First Mortgage or the first advance secured by the First Mortgage.

Section 65. ENFORCEMENT. The Assessment Lien is enforced by judicial procedure in the same manner in which mortgages of real property from time to time may be foreclosed by judicial procedure under Applicable Law. Any costs and expenses of foreclosure or other enforcement, including reasonable attorney's fees, are secured by the Assessment Lien, as are assessments that become due during the period of foreclosure or other enforcement. Such assessments, together with legal interest, are accounted on a prorated basis and payable as of the date title is divested by such foreclosure or other enforcement.

The Association may bid to acquire any Lot at any sale that may be conducted pursuant

to the foreclosure or other enforcement of the Assessment Lien. The Association also may acquire such Lot by consensual conveyance or other proceeding in lieu of foreclosure or other enforcement. If any sale or other enforcement of the Assessment Lien results in a deficiency, the court having jurisdiction may enter a personal judgment against any Homeowner personally liable under the Assessment Covenant.

Section 66. ACCUMULATION OF FUNDS PERMITTED. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

Section 67. HOMESTEAD. By acceptance, ratification, and assumption of the Assessment Covenant, as provided above in this Article, each Homeowner is deemed to acknowledge, consent, and agree that (i) any amounts secured by the Assessment Lien are for the improvements, maintenance, and restoration of any homestead from time to time established or maintained on such Lot, and (ji) the Assessment Lien, as established by this Declaration, has priority over any such homestead.

#### **ARTICLE VIII: Architectural Control**

##### **Section 69. DESIGN AND CONSTRUCTION GUIDELINES.**

A. Process. To ensure long term quality and the aesthetic appeal of High Ridge Village, an Architectural Review Board (A.R.B.) has been established. Initially the A.R.B. shall be the Developer. After all Lots have completed homes thereon, or sooner at the Developer's sole and absolute discretion, Developer shall turn over responsibility for the A.R.B. to the Association. However, as long as the Developer is a Class B Member of the Association, all actions of the A.R.B. require Developer's approval. For purpose of this provision, but not for purposes of assessments, "all lots" shall mean the total number of lots approved for all Phases of High Ridge Village in accordance with the Preliminary Plan. The A.R.B. must approve construction standards, "planning", siting, including front, side, and rear yard set backs; and design and landscaping of all new construction. No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the owner of the Lot shall submit in duplicate complete plans and specifications for each building, structure, and/or improvement, including an elevation drawing and a detailed site plan showing its proposed location. The Developer shall have full discretion to approve such plans and specifications and detailed site plan and such approval must be obtained in writing. The approval of said plans and specifications by Developer may be withheld for the following (i) the noncompliance with any of the specific easements, covenants, conditions, and restrictions of this Declaration; (ii) the reasonable dissatisfaction of Developer with the landscaping or grading plan, proposed location of the structure with respect to topography and finished grade elevation, quality of workmanship and materials, type or use of materials, exterior color scheme, finished design, proportions,

architecture, style, shape, height, size, style, or appropriateness of the proposed building, structure or improvement, or (iii) the lack of harmony in the sole discretion of the developer of the external design with the existing or proposed buildings, structures, or improvements located or to be located upon the Property, including but not limited to the height, kind, and appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location or materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials. One set of plans and specifications and a detailed Site Plan as finally approved shall be retained by Developer for its permanent records. The application for approval of new construction will include the following:

1. Landscaping Package. To provide the proper community image, it is required that each builder provide a landscaping plan to the A.R.B. for approval. In addition, St. Augustine sod will be required to cover the entire Lot not covered by the dwelling, pool, drives, and walks as enforced by the A.R.B. At least two (2) live oaks of 1 ½" or 2" in diameter, or trees of comparable quality, have to be planted on each Lot, one in the front yard and one in the back yard. Corner Lots have to be landscaped on all sides facing streets.

Unless approved by the A.R.B., no existing trees may be removed except for diseased or dead trees, unless they are within six feet (6') of the perimeter of the house, or any adjoining structure. Any trees required to be moved should be located wherever possible on another Lot in the Property.

2. Roof. Heating, plumbing and any other mechanical roof penetrations shall be screened from view as much as practical. Minimum roofing materials will be as the A.R.B. approves.
3. Pools. No above ground pools shall be erected, constructed or installed on any Lot.
4. Driveways Walks & Patios. Driveways shall be a minimum of ten feet wide and of concrete construction. Driveways must be included in the detailed Site plan submitted to A.R.B. Walks, stoops, and landings should provide interest at the entry and should be considered an important element in the overall design of the landscaping.
5. Mailboxes. Mailboxes and newspaper boxes shall conform to a design standard adopted by the A.R.B.

B. General Criteria.

1. All home construction will be in conformance with the local building code and rules and regulations promulgated by Developer.
2. Upon completion of any building, structure, or improvement in accordance with the plans and specifications and detailed site plan as approved by A.R.B., no changes, alterations, additions, reconstruction, or attachments of any nature shall be made to the



exterior of the building, structure and/or improvement, or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, (including paint colors) and unless A.R.B.'s prior written approval is obtained in the manner above provided.

3. The A.R.B.'s approval, disapproval or conditional approval shall be endorsed upon the Plans and Specifications submitted by the Homeowner, and shall be further evidenced by a written instrument executed and acknowledged by A.R.B. Such written instrument shall be returned to the applicant within thirty (30) days after submission, accompanied by one set of the submitted documents

Section 69. EXCULPATION OF DEVELOPER. Developer cannot and shall not be held responsible, or be liable to any Person whomsoever, in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and/or specifications and/or Site plan, or for any error in structure, design, or non-conformance with applicable building codes and/or local laws or regulations in the plans and/or specifications and/or site plan, nor for any defect in design or construction of any building, structure, or improvement constructed in accordance with any such plans, specifications, or site plan.

#### **ARTICLE IX: Operation**

Section 70. SERVITUDE. Each provision of this Declaration is a permanent servitude upon the Properties, or any portion thereof and binds Developer, Developer's corporate successors, Builders, and any Person acquiring any interest in or to any of the Properties from and after the date this Declaration is recorded, including any Homeowners, Mortgagees, co-owners, contingent remaindermen, holders of executory interests or rights of reverter, and beneficial owners. The benefit of each such provision inures to Developer, Developer's successors, the Association, and each Homeowner.

Any person having or claiming any right, title, or interest in or to the Properties on the date this Declaration is recorded may also elect to receive the benefit of such provision by joinder in this Declaration or otherwise, and by any such election will operate to subject and subordinate such right, title, or interest as such person may have or claim to all of the provisions of this Declaration.

The benefit of certain provisions of this Declaration is extended to Builders, First Mortgagees, and other Mortgagees, and may be extended to Entitled Users and other Persons, all to the extent expressly provided in this Declaration.

Section 71. ENFORCEMENT. Without limited the preceding Section, and unless expressly provided otherwise, the developer, the Association or any Homeowner has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration.

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

Section 72. COSTS. If any person entitled to enforce any of the provisions of this Declaration or any of the Association's rules and regulations is the prevailing party in any proceeding involving this Declaration or any such rule or regulation, such party may recover all costs and expenses incurred, including reasonable attorneys' fees, for any arbitration, dispute settlement, administrative, trial appellate, or other proceedings, except that such may not be recovered against the Association or the Developer, unless expressly so provided by Applicable Law. If the Association or Developer is a prevailing party against any Homeowner, notwithstanding that said enforcement action was settle prior to the filing of a law suit, such costs and expenses, including reasonable attorneys' fees, as well incurred by the Association or Developer may be assessed specifically against such Homeowners or Homeowner's Lot or Lots, as the case may be.

If any Homeowner or class of Homeowners is a prevailing party against any person except the Association or any Developer, then such Homeowner(s) may be reimbursed by the Association for any of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

Section 73. WAIVER. No delay or failure by the Association, Developer, or any Homeowner to enforce any covenant, restriction, rule or regulation is a waiver of the right to do so at any time, unless such waiver is set forth in writing and signed by the party to be charged. No waiver is a waiver of any future event, unless it expressly so states and is supported by an independent consideration.

Section 74. DURATION. The provisions of this Declaration run with and bind the Properties until December 31, 2025 (the "Renewal Date"). Unless the Association determines otherwise within the six-month period preceding the Renewal Date, or any subsequent decennial anniversary of the Renewal Date, the provisions of this Declaration will automatically be renewed for a successive period of ten years.

Section 75. AMENDMENT. So long as Declarant owns a Lot subject to this Declaration, or owns additional realty as set forth in the definition of "Properties" in Article I of this Declaration, Declarant may, in its sole discretion, amend this Declaration. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. In addition to the foregoing, this Declaration may be amended by a vote of seventy-five percent (75%) of the Owners, provided that (1) any such amendment shall not be effective until recorded in the Public Records of Citrus County, Florida; (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration as the same may be amended by Declarant as provided herein unless agreed to in writing by Declarant; (3) any such amendment shall not have priority over any amendment made by Declarant as long as Declarant owns a lot; and (4) any such amendment shall not alter, modify or rescind any right, title interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be

Do they  
own any  
lots?

filed with such amendment.

Any amendment to the Covenants and Restrictions which alter 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.

Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Notwithstanding the foregoing, or any other provision of this Declaration, the Articles, or By-Laws, no action may be taken without the advance written consent of each Homeowner affected, and of any Mortgagees of each such Homeowner's Lot or Lots, if, as a result of such action, any of the following will result:

a) Access. Any Lot will be deprived of legal access, or of reasonable practical access, or both, to a dedicated public street, road, or highway.

b) Voting. Except as expressly provided in the Articles with respect to Class B members, the uniformity of voting rights among all Lots is altered.

c) Assessments. The uniformity of the burden of assessment among all Lots is altered, except as expressly provided in this Declaration with respect to specific assessments.

d) Use. No reasonable use may be made of any Lot for or as a residential dwelling.

Section 76. SEVERABILITY. Invalidation of any particular provision of the Legal Documents by judgment or other judicial action will not affect the validity of any other provision contained therein. Notwithstanding the foregoing, any court or other judicial tribunal of competent jurisdiction is empowered to the extent practicable to reform any otherwise invalid provision when (i) it is necessary to avoid a determination of invalidity while effecting Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Properties as a residential community, and the Association consents to such reformation.

Section 77. CERTIFICATION. An instrument signed by any executive officer of the Association and attested by the Association's secretary or any assistant secretary under the Association's seal, is conclusive, as to persons without actual knowledge to the contrary, that (i) any approval, vote, consent, or other action specified in the Legal Documents is not required with respect to any particular matter; (ii) any approval, vote, or consent required by the legal Documents has been obtained in the manner required by the Legal Documents; or (iii) any other action property has been taken in conformity with all applicable requirements of the Legal Documents.

Section 78. ATTACHMENTS. Any schedules, attachments, and exhibits that are

attached to this Declaration, including any "Schedule of Defined Terms," are a part of this Declaration. Incorporating any provisions of the Articles into this Declaration incorporates such provisions as they from time to time are set forth in the Articles. Without limitation, the provisions of the Articles may be amended in the manner set forth in the Articles, without complying with the requirements for amending this Declaration.

Section 79. ANNEXATION. Notwithstanding the preceding Sections, the Developer from time to time, and at any time, before June 1, 2025, may amend this Declaration, without the joinder, consent, or approval of any other person, to include all or any portion of lots created by Developer, in future phases of High Ridge Village, so long as said lots are contiguous with High Ridge Village, and generally conform to the Preliminary Plan, as it may be amended from time to time. As and when any such amendment to this Declaration is recorded, the lots it affects will be included within the operation of this Declaration for all purposes, with the same force and effect as if such lands initially had been included specifically within this Declaration.

Section 80. DUTIES & POWERS The association will operate, maintain and manage the water or storm water management system in a manner consistent with the Southwest Florida Water Management District Permit Number 44016755.001 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants herein.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

Section 81. DISSOLUTION LANGUAGE In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and the maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with section 40C-42.027, F.A.C. and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

Section 82. USE OF PROPERTY The Association shall be responsible for the maintenance , operation and repair of the surface water or storm water management system. Maintenance of the systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the systems shall be as permitted or if modified as approved by the Southwest Florida Water Management District.

To witness the foregoing, Developer has executed this Declaration on the date stated above.

Signature Witnessed by:

HILLSIDE DEVELOPERS, LLC.  
A limited liability corporation

Audrey Jones  
Name: Audrey F. Jones

By: [Signature]  
Steven Fischer, Manager

Teri Perrin  
Name: TERI PERRIN

STATE OF FLORIDA  
COUNTY OF Marion

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of September, 2005, before me personally appeared Steven Fischer, as Manager of Hillside Properties, LLC., to me known to be the person described in and who executed the foregoing Declaration of Restrictions for High Ridge Village Homeowners' Association, Inc. and he acknowledged the execution thereof to be his free act and deed on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Ocala, Marion County, Florida, in said County and State, the day and year last aforesaid.

Audrey Jones  
NOTARY PUBLIC  
My Commission Expires:

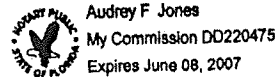


EXHIBIT "A"  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF LAKESIDE VILLAGE 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, AT PAGES 3 AND 4, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 13°21'11"; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS SHOWN ON THE PLAT OF BEVERLY HILLS UNIT NO.8 PHASE 2, AS RECORDED IN PLAT BOOK 13, PAGES 33-38 INCL. OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN O.R. BOOK 807 AT PAGE 0910 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 174.79 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S06°39'35"E, 174.40 FEET); THENCE CONTINUE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING COURSES AND DISTANCES: S00°01'00"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 572.34 FEET; TO THE P.C. OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 749.84 FEET AND A CENTRAL ANGLE OF 32°20'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 423.33 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S16°11'25"W, 417.73 FEET); TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N54°59'43"W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 238.20 FEET; THENCE S35°01'01"W, A DISTANCE OF 541.14 FEET, TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF THE BEVERLY HILLS LIBRARY AS DESCRIBED IN O.R. BOOK 0896 AT PAGES 1762 AND 1763 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N54°58'59"W, ALONG SAID LINE, A DISTANCE OF 161.00 FEET; THENCE N88°04'53"W, ALONG THE NORTH LINE OF SAID LIBRARY, A DISTANCE OF 241.13 FEET; THENCE S11°30'01"W, ALONG THE WESTERLY LINE OF SAID LIBRARY, A DISTANCE OF 400.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ROOSEVELT BOULEVARD AS SHOWN ON THE MAP OR PLAT THEREOF OF BEVERLY HILLS UNIT NO. 7, AS RECORDED IN PLAT BOOK 12 AT PAGES 101-105 INCL., OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N78°29'59"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 239.47 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 849.74 FEET AND A CENTRAL ANGLE OF 09°20'18"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 138.50 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, N83°10'09"W, 138.34 FEET); TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; SAID LINE BEING THE EAST LINE OF LIFT STATION NUMBER 7, AS DESCRIBED IN O.R. BOOK 677 PAGE 880 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N01°19'08"E, ALONG SAID EAST LINE, A DISTANCE OF 25.09 FEET; THENCE N88°40'52"W, ALONG THE NORTH LINE OF SAID LIFT STATION, A DISTANCE OF 25.00 FEET; THENCE S01°19'08"W, ALONG THE WEST LINE OF SAID LIFT STATION, A DISTANCE OF 25.09 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 849.74 FEET AND A CENTRAL ANGLE OF 06°30'21"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE

LEFT, AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST ROOSEVELT BOULEVARD, A DISTANCE OF 96.49 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S87°13'23"W, 96.44 FEET); TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; SAID LINE BEING THE EASTERLY LINE OF A D.R.A. AS SHOWN ON SAID PLAT OF BEVERLY HILLS UNIT NO. 7; THENCE N17°15'33"W, ALONG SAID LINE, A DISTANCE OF 241.27 FEET; THENCE S72°44'27"W, ALONG THE NORTHERLY LINE OF SAID D.R.A., A DISTANCE OF 225.00 FEET; THENCE N02°28'26"W A DISTANCE OF 218.42 FEET TO THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 677, PAGES 880 THRU 882, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N00°00'08"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET; THENCE LEAVING SAID LANDS AND ALONG THE NORTHWESTERLY BOUNDARY OF AFOREMENTIONED LANDS AS DESCRIBED IN O.R. BOOK 807 AT PAGE 0910 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, N35°30'35"E, A DISTANCE OF 734.50 FEET; TO A POINT ON THE BOUNDARY LINE OF LAKESIDE VILLAGE 3 AS RECORDED IN PLAT BOOK 13 AT PAGES 17 AND 18 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID LAKESIDE VILLAGE 3, LAKESIDE VILLAGE 2 AS RECORDED IN PLAT BOOK 13 AT PAGES 11 AND 12, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AND LAKESIDE VILLAGE 1 AS RECORDED IN PLAT BOOK 13, AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THE FOLLOWING COURSES AND DISTANCES: N72°47'38"E, A DISTANCE OF 424.97 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 334.09 FEET AND A CENTRAL ANGLE OF 55°23'12"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 322.96 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S79°30'46"E, 310.53 FEET) THENCE S51°49'10"E, A DISTANCE OF 160.18 FEET; TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 214.79 FEET AND A CENTRAL ANGLE OF 43°16'17"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.21 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S73°27'19"E, 158.39 FEET) THENCE N84°54'33"E, A DISTANCE OF 96.87 FEET; TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1026.18 FEET AND A CENTRAL ANGLE OF 09°19'06"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.89 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, N80°15'00"E, 166.71 FEET) THENCE N75°35'27"E, A DISTANCE OF 172.83 FEET, TO THE POINT OF BEGINNING; CONTAINING 58.12 ACRES OF LAND, MORE OR LESS.