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CITRUS COUNTY Florida
BETTY STRIFLER, CLERK

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VERIFIED BY:

AMENDMENT TO DECLARATION ORIGINALLY RECORDED IN KH D.O.
OFFICIAL RECORDS BOOK 730, PAGES 0386, ET SEQ., OF THE
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

WHEREAS, Citrus Hills Investment Properties, a Florida general partnership, is the developer of Clearview Estates, Clearview Estates First Addition, Clearview Estates Second Addition, a minor subdivision adjacent thereto, and Belmont Hills subdivisions, which properties are duly platted, or otherwise placed of record in Citrus County, Florida;

WHEREAS, Citrus Hills Investment Properties has previously recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Clearview Estates of Citrus Hills in the public records in Citrus County, Florida, in O.R. Book 730, Pages 0386, et seq., and subsequent amendments to that declaration ("Declaration");

WHEREAS, Clearview Estates of Citrus Hills Property Owners Association, Inc. has requested Citrus Hills Investment Properties, the Declarant herein, to amend several provisions of the Declaration, and to restate the entire Declaration in order to assemble the current covenants, conditions, restrictions and easements for the clarity and convenience of all the owners of property subject to the Declaration; and,

WHEREAS, Citrus Hills Investment Properties, the Declarant herein, does hold title to a sufficient number of lots as required by the amendment provision of the Declaration,

NOW THEREFORE, Citrus Hills Investment Properties, by and through its current authorized agents, does hereby amend and restate the Declaration for Clearview Estates of Citrus Hills, as printed on the attached pages:

ALL OF "EXHIBIT A" ATTACHED

In witness whereof, Citrus Hills Investment Properties, a Florida general partnership, has hereunto set its hand this 29 day of December, 2000.

Citrus Hills Investment Properties,
a Florida general partnership.

By: Stephen A. Tamposi
Stephen A. Tamposi, Auth. Agent

By: John E. Pastor
John E. Pastor, Auth. Agent

Witness: Lisa M. Boremore
Hernando, Florida

Witness: Suzanne T. Spence
Hernando, Florida

[NOTARY CLAUSE ON FOLLOWING PAGE]

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STATE OF FLORIDA
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Citrus Hills Investment Properties, a Florida general partnership, both of whom are personally known to me.

Witness my hand and official seal this 29 day of December 2000.


Notary Public



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**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
CLEARVIEW ESTATES OF CITRUS HILLS**

This Declaration, originally made the 18th day of February, 1987, by CITRUS HILLS INVESTMENT PROPERTIES, a Florida general partnership, the property owner holding title to the property described in Article II, Section 1, hereof, which declares that the real property described in Article II herein, Section 1, hereof, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred hereafter as "Covenants and Restrictions" and sometimes referred hereinafter as "The Declaration") set forth below.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the CLEARVIEW ESTATES OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.

(b) "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board which shall be appointed by the Board of Directors of Clearview Estates Property Owners Association, Inc. as provided for in Article VI herein.

(c) "Lot(s)" shall mean and refer to any platted lots, tracts or parcels within The Property, upon which a single family residence may be constructed.

(d) "Unimproved Lot" shall mean and refer to a lot upon which construction of a residence has not, in the opinion of the Architectural Control Board, been substantially completed.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot; or to the purchaser or purchaser of same under an Agreement for Deed.

(f) "Member" shall mean and refer to every Owner who is a member of the Association as provided in Article III, Section 1, herein.

(g) "Declarant" or "Developer" shall mean and refer to CITRUS HILLS INVESTMENT PROPERTIES, a Florida general partnership, its successors and assigns.

(h) "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, telephone, electricity, gas or television cable to The Property.

(i) "Living Space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, carports and the like.

(j) "Guest(s)" shall mean and refer to the lessee(s), tenant(s), licensee(s) and invitee(s) of an Owner.

(k) "Board" and "Board of Directors" shall mean and refer to the Board of Directors of the CLEARVIEW ESTATES OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC.

(l) "The Property" shall mean and refer to the real property described in Article II, Section 1, hereof.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO**

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Section 1. The Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Citrus County, Florida, and is more particularly described as the lots, units, tracts and parcels of:

See "Exhibit A," attached hereto.

All of the real property hereinabove described shall sometimes be referred to herein as the "Property" and sometimes as the "Existing Property." Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations. Such supplemental declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties, but such additions and modifications shall have no effect on the Property described in this Section unless specifically provided for.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within The Property together with the covenants and restrictions established upon any other property, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the Covenants and Restrictions established by this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or legal entity who is a record owner of a fee or undivided fee interest in any Lot, or a purchaser of same under an Agreement for Deed, as those terms are defined in this Declaration, shall be a member of the Association ("Member").

Section 2. Voting Rights. Each Member shall have the following voting rights:

(a) The Owner(s) of each Lot shall be entitled to one vote for each Lot. When more than one person or legal entity holds or is purchasing a Lot, they shall cast said vote as they, among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot. When a single vote cannot be so determined, the Secretary of the Association shall declare the suspension of the vote for said Lot.

(b) Declarant shall have the right to elect one (1) member of the Board of Directors until such time as Declarant no longer holds title to any lots or units in the Property. The Members, other than Declarant, shall have the right to elect all members of the Board of Directors which are not elected by the Declarant.

ARTICLE IV

MAINTENANCE

Section 1. Public Rights-of-Way. The Association or the Declarant (for so long as Declarant owns any portion of The Property) may, though it is not obligated to do so, maintain, repair and replace the public rights-of-way and appurtenances thereto located in The Property, including, but not limited to, landscaping, paving, drainage, as well as street lighting and security. All work performed by the Association pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

Section 2. Association's Responsibility. The Association:

(a) shall maintain and keep in good repair the fence which borders both sides of the "RIDING TRAIL EASEMENT," as such easement is depicted in the recorded plat referred to in Article II, Section 1, herein, and as described in "Exhibit B," attached. The scope of this responsibility shall include the replacement of all or part of said fence to the extent that such replacement becomes necessary;

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(b) shall maintain and keep in good repair the entrance improvements, features, landscaping, lights and irrigation, which area is more particularly described as the "STATE ROAD 44 ENTRANCE MAINTENANCE EASEMENTS," as such easement areas are described in "Exhibit B," attached. The scope of this responsibility shall include, at a minimum, the standards set forth on "Exhibit C," and the replacement of all or part of said entrance improvements to the extent that such replacement becomes necessary, and only for so long as such access is permitted by Declarant to the Association.

(c) or the Declarant (for so long as Declarant owns any portion of The Property), shall have the right, but not the obligation, to maintain Property not owned by the Association where the Board or Declarant has determined in its sole discretion that such maintenance would benefit all Owners.

Section 3. Owner's Responsibility. Except as provided in Section 2, above, all maintenance for each Lot and improvements thereon shall be responsibility of the Owner thereof. Such maintenance shall be performed consistent with this Declaration and the Standards established by the ACB. In the event that the ACB determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his family, or guests, and is not covered or paid by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any such Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against such Owner's Lot.

Section 4. Other Owner Responsibility. Each Lot and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot and improvements thereon (whether vacant or occupied) in a neat and attractive condition, the ACB or its authorized agents or successors and assigns may, after 10 days' written notice to such Owner, enter upon such Lot to repair, maintain and restore the improvements and to have the grass, woods and other vegetation cut and debris removed, when and as often as the same is necessary in the judgment of the ACB, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment to which said Lot is subject.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Declarant covenants, and each Owner of any Lot or Unit shall, by acceptance of a deed or by entering into an Agreement for Deed therefor, whether or not it shall be so expressed in such deed or Agreement for Deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), with such Annual and Special Assessments to be established and collected as hereinafter provided.

Lot 2 of Block 28, CLEARVIEW ESTATES SECOND ADDITION, and the owner thereof is hereby specifically excepted from the obligation of paying an Annual Assessment or Special Assessments, as may be required by the Covenants and Restrictions.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used: (1) for the improvement, repairs and maintenance of the public rights-of-way located

within The Property (to the extent not otherwise provided for by municipal, county or state government); (2) to provide for the repair and maintenance of the riding trail fence; (3) to provide for such maintenance as deemed necessary by the Board; (4) to provide for the staff and expense, if any, of the ACB; (5) to provide for the enforcement of these Covenants and Restrictions; (6) to provide guard service and security forces to The Property; and (7) to provide such other services which the Association is authorized to provide.

Section 3. Basis for and Maximum Annual Assessments. The initial Annual Assessment shall be: \$75.00 per year, per Lot; provided, however, the initial Annual Assessment shall be \$10.00 per year per Lot which is also subject to assessment by Belmont Hills Property Owners Association, Inc. The initial Annual Assessment will remain in effect until a different Annual Assessment is determined as provided in this Article. The Annual Assessment paid by those Lots which are also subject to assessment by Belmont Hills Property Owners Association, Inc. shall be calculated and used by the Association (as those owners' pro-rata contribution) solely for the benefit (construction, maintenance, repair and replacement) of the shared usage areas, including the improvements and landscaping of the entrance at the intersection of S. Run for the Roses Drive and S.R. 44.

The amount of the Annual Assessment shall be levied against each Owner by the Board of Directors and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of the effective date of each change in the Annual Assessment. The Annual Assessment shall be based upon the annual budget adopted by the Board of Directors. The Annual Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the respective Annual Assessment should be given to each respective Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board of Directors may determine the period for which the Annual Assessment applies and may provide that the Annual Assessment may be payable in equal monthly installments without interest until delinquent, and pre-payable in whole at any time or times during the applicable discretion of the Board of Directors. In any event, the Board of Directors shall fix the date(s) that the Annual Assessment shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and fix a modified Annual Assessment in conformity therewith. Until the year of turnover (of control of the Association from the Declarant to the non-Declarant Members), the following restriction applies: if an adopted budget requires an Annual Assessment in any fiscal year exceeding one hundred twenty-five percent (125%) of the General Assessment for the preceding fiscal year, the Board of Directors, upon written application of Members, other than the Declarant, having at least ten percent (10%) of the votes of the entire membership shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Member. At the special meeting, the Members shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board of Directors shall go into effect as scheduled. In the year of turnover, and thereafter, such restriction shall not apply to the Board of Directors or the adopted budget.

In addition, if the Board shall fail for any reason to adopt an annual budget and authorize an Annual Assessment, (except with regard to the initial Annual Assessment), prior to the beginning of the new fiscal year, the budget and the Annual Assessment for the previous fiscal year shall remain the same as the previous fiscal year, and shall continue in effect until a new budget and Annual Assessment is adopted.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast 35 percent (35%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirements, and the required quorum at such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1, 1987. The amount of the

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assessment for the first year shall be \$75.00. Thereafter, the Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date (s) and time for payment(s), which may be monthly, quarterly, semi-annually, or annually shall be established by the Board. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. Persons acquiring Lot(s) from Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on such Lot(s).

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot against which each such assessment was made. Notwithstanding the preceding sentence, any individual who acquires title to a Lot upon the death of an Owner, or by operation of law, shall be personally liable for unpaid assessments with respect to such Lot.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest rate permitted by law, not to exceed fifteen percent (15%), and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or Lots on which the assessment is unpaid, or may foreclose the lien against the Lot on which the assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, actual attorneys' fees and the costs of preparing and filing the claim of lien, the complaint in such action and the suit thereon.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments, and shall be subordinate to the Declarant's position as mortgagee by virtue of Declarant's land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee, including the Declarant (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of interest. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 8. Trust Funds. The portion of all regular assessments collected by the Association as reserves for future expenses, shall be held by the Association in trust for the Owners, as their interests may appear.

ARTICLE VI

ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board. The Board of Directors shall appoint for the purposes of and with the powers hereafter expressed, an Architectural Control Board (ACB) which should consist of not less than three (3) members. In the event of the death or resignation of any member of the said ACB, the remaining members shall have the full authority to approve or exercise the powers and authority of the ACB, as hereafter provided until such time as the Board of Directors can appoint a replacement member. Neither the members of the ACB, nor its

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designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Construction. No building, fence, wall, swimming pool or other structure, including a satellite dish for television reception, or landscaping shall be placed, erected or maintained upon any Lot, nor shall any exterior addition or change in the configuration thereof or change in the exterior appearance thereof or change in landscaping be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the ACB in writing, as to harmony to external design and location in relation to surrounding structures and topography. The ACB may establish architectural criteria to be applied in determining whether to approve any proposed construction or modification. Such criteria may include the size, styling, materials, colors, roofscape, garages, driveways, fences, screening and landscaping.

Section 3. Plans and Specifications. Plans and specifications for final approval shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placement of any structures, garage, outbuildings and walls or fences;

(b) Front elevation and both side elevations, or front elevation and one side elevation and rear elevation, of structures (plus) elevations of walls and fences.

(c) A perspective drawing, if deemed necessary by the ACB, to interpret adequately the proposed exterior design;

(d) Data as to materials, colors and texture of all exteriors, including roof coverings, fences and walls.

(e) A landscaping plan for the Lot.

(f) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 30 days after filing of the proposed plans and specifications. If such notice is not given within 45 days after submittal of the plans and specifications, then approval for same shall not be required, but all other Covenants and Restrictions, herein contained, shall remain in full force and effect.

Section 5. Appeal. An Owner may appeal any disapproval of the ACB to the Board, which shall consider the matter at its next following regular meeting. The ACB shall be consulted by the Board as to the reasons for their action. The Board shall then vote on whether or not to overturn the original ruling.

Section 6. Inspections. The ACB, through its authorized representatives, may make periodic inspections to insure that the construction is in accordance with the plans and specifications approved by the ACB. The ACB does not undertake any duty to the Owner as the quality or soundness of construction.

Section 7. Indemnification. The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to attorneys' fees and costs arising from or by virtue of any action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties as granted to the ACB by this Declaration. The Association shall not be required to indemnify the ACB or any member thereof for any action brought by the Association against the ACB or any member thereof in which the Association is successful.

ARTICLE VII

GENERAL USE RESTRICTIONS

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Sections 1. Applicability. The provisions of this Article VII shall be applicable to The Property. In addition to and not in lieu of the following General Use Restrictions, supplemental Covenants and Restrictions may be filed contemporaneously herewith, or at such time as the Declarant may deem appropriate.

Section 2. General. The Board may, from time to time, without consent of the Members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and The Property. This authority shall include, but not be limited to, the right to limit the type and size and the maximum and minimum speeds of vehicles used within The Property. The Association shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles used with The Property. Such regulations and use restrictions shall be binding upon all Owners and their guests until and unless overruled, cancelled, or modified at a regular or special meeting by the vote of Members holding a majority of the total votes in the Association.

Section 3. Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No business or commercial activity shall be carried on or upon Lot at any time except with the written approval of the Association. Leasing of a Lot shall not be considered a business or commercial activity. Also, no residential Lot may be further subdivided by an Owner.

Section 4. Living Space. Each single-family residence shall consist of at least 1,700 square feet of living area, excluding carports, patios or similar covered by unheated or uncooled areas.

Section 5. Leasing. Lots may be leased for residential purposes.

Section 6. Guests Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for actions against Owners shall apply to all Guests of any Owner.

Section 7. Signs. For purposes of this Declaration, "sign" shall include, but not be limited to flags, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images. No sign may be erected on any lot without the advance written consent of the ACB. No sign shall exceed twelve (12) inches by eight (8) inches in size, and each Lot will be limited to one sign which shall be placed at least ten (10) feet from the front and side Lot lines. All signs shall be placed on one post which may not exceed one (1) inch in diameter and shall be painted flat black in color. No part of the sign or post may be taller than forty-eight (48) inches from the ground. Except in the case of signs advertising a Lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days except upon prior written approval by the ACB. No sign advertising a Lot or house for sale shall include the price being asked by the Owner. The Declarant and/or the ACB shall have the right to remove signs which fail to comply with this section if the Owner of the property on which the sign is located fails to remove it within twenty-four (24) hours of a request for removal by the Declarant or the ACB or its representative.

The Board of Directors may, by resolution, permit the Association to erect reasonable and appropriate signs. Notwithstanding any provision to the contrary, the Developer (Citrus Hills Investment Properties) or its assigns may erect signs at its model homes located throughout The Property. In addition, the Equestrian Center shall be permitted to erect a sign larger than twelve (12) inches by eight (8) inches.

Section 8. Nuisances. No noxious or offensive activity shall be carried-on in or at any Lot, nor shall anything be done thereat which may be, or may become, an annoyance or nuisance to the neighborhood or to any other Owner.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of The Property subject to these restrictions.

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Section 10. Visibility at Intersections. No obstruction to visibility at street intersections or access area intersections shall be permitted.

Section 11. Garbage and Trash Disposal. Refuse, garbage or rubbish shall not be dumped or burned or allowed to remain at or on Lot, except that garbage, rubbish or other debris, properly contained in metal or plastic receptacles, may be placed on the Lot for collection when placed in a walled-in area, which is not visible from adjoining Lots or road rights-of-way; provided however, that the requirements of Citrus County, Florida, for disposal or collection of garbage and trash shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. Parking. Owners shall provide adequate off-street parking for the parking of automobiles owned by such Owner, and his guests, and shall not park or allow his guest(s) to park automobiles on the adjacent road and road rights-of-way.

Section 13. Easements. Easements for installation and maintenance of utilities and for ingress and egress thereto, are reserved as shown on the recorded plats of The Property. Also reserved are the Riding Trail Easements as identified in Article VIII. Within these easements, no structure, planting or other material shall be placed or be permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area shall be maintained continuously by the Owner, except for the installations for which a public authority or utility company is responsible, and except for the Riding Trail Easements. Public and private utility companies servicing The Property, the association, and Declarant, and their successors and assigns, shall have perpetual easements for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each Lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping, in the installation and maintenance of such utilities, shall be promptly restored and repaired by the utility or entity whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each Lot for utility installation and maintenance, where a greater easement has not been established by these Covenants and Restrictions or the plat of The Property.

Section 14. Screening of Equipment. Any electrical or mechanical equipment if visible from the road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. The prior written approval of the ACB shall be required for the type and placement of the structure and/or shrubbery to be utilized. As cable television service is available in the subdivision, television antennae and/or satellite reception dishes will no longer be permitted, and shall be removed by the owner, unless otherwise expressly allowed by the second paragraph of this section.

Digital satellite system and/or wireless cable television reception dishes twenty inches (20") or less in diameter are expressly allowed; Provided that, any such qualifying reception dish must be installed so as to be harmoniously screened from the road right-of-way and neighboring properties.

Section 15. Setbacks. No structure shall be located on any Lots less than forty feet (40') from the front Lot line for all Lots covered by these Covenants and Restrictions, nor less than twenty-five feet (25') from any side street line. No structure, whether garage, utility building or outbuilding shall be located less than twenty-five feet (25') from any side Lot line. No residence shall be so located as to reduce the rear yard of the Lot on which it is located to less than forty-five feet (45'). Notwithstanding the foregoing, with respect to Parcel "A" Clearview Estates subdivision (Plat Book 13, Pages 57 through 61, Public Records of Citrus County, Florida), any structure, residential or otherwise, may be located to within twenty-five feet (25') of its front and side street Lot line, and to within eight feet (8') of its rear and side Lot line.

Section 16. Vehicle and Equipment Storage. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a Lot covered by these Covenants and Restrictions shall, at any time, be used for human habitation. The keeping of an inoperable vehicle, a mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water born vehicle, shall only be maintained, stored, or kept on any Lot if housed completely within a structure which has been approved, pursuant to Article IV hereof, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored on the Lot in a

manner approved by the ACB. To obtain the approval of the ACB for the storage of such a vehicle, the Owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to adjoining Owners.

Section 17. Construction Materials. Every structure placed on any Lot shall be constructed from new materials shall receive the written approval of the ACB, and no structural building shall be moved onto said Lot without the express, written consent of the ACB having first been secured in advance.

Section 18. Topography. No changes in the elevation of the land shall be made which will interfere with, or modify, the drainage from any Lot, or otherwise cause undue hardship to adjoining property.

Section 19. Animals. No animals or poultry of any kind other than house pets, shall be kept or maintained on, or in any part of, any Lot. Horses are prohibited on or at any individual Lot.

Section 20. Electrical Power. Underground electrical lines are the only means of electrical power allowed, and it is the responsibility of the Owner to secure such underground electrical power, if needed.

Section 21. Water Supply. A central water system, which will be owned and operated by a utility system, shall furnish water to each Lot and it shall be the responsibility of each Owner to pay connection fees, use fees and any other costs imposed by said utility, if any to obtain water. Individual wells are permitted for irrigation purposes only and may not be used for any other purpose, except as stated herein.

Section 22. No Visible Clotheslines. Clotheslines are not permitted in any open area that is visible to the other Lots, Units or Parcels.

Section 23. Model Homes. No existing structure, nor any structure built or to be built in the future, shall ever be used for purposes of a model home; *Notwithstanding any provision to the contrary*, the Declarant expressly reserves the right, and shall always have the right, to use an existing structure, and/or any structure(s) built or to be built in the future, as a model home.

Section 24. Resolution of Conflict. If there is a conflict affecting or concerning any lot in Belmont Hills area which is subject to these Covenants and Restrictions and the Declaration of Covenants and Restrictions for Belmont Hills, such conflicts shall be resolved by giving priority to the Declaration of Covenants, Conditions and Restrictions for Belmont Hills.

ARTICLE VIII SPECIFIC USE RESTRICTIONS AND EASEMENTS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to The Property as described herein, and are in addition to, and not in lieu of, the general use restrictions under Article VII.

Section 2. Reserved Easements. Declarant reserves to itself, its successors and assigns, the following:

An easement 30 feet wide for Riding Trails, along the rear lot line and side lot line boundaries of the lots described in "Exhibit B" attached hereto and incorporated herein by reference. No obstacles or improvements shall be placed in said easement by any Owner, for any purpose.

Section 3. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right to an easement for ingress and egress to The Property, which right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and,

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for a reasonable period of time, for an infraction of this Declaration and the By-Laws, rules and regulations of the Association.

(b) Any Owner may delegate his right of use and enjoyment in and to The Property and facilities, if any, located thereon to the members of his family and his guest(s) and shall be deemed to have made a delegation of all such rights to the occupants of any leased Unit.

Section 4. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within The Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving The Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve The Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 5. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of The Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner Fails or refuses to cure the condition upon request by the Board of Directors.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then-Members having two thirds of the votes in the Association shall have been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly made when personally delivered or mailed, First Class Postage prepaid, to the last-known address of the person or legal entity who appears as the Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, an Owner or the ACB may enforce these Covenants and Restrictions by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction, or easement given herein, either to restrain the violation thereof, or to recover damages for such violation; or against the Unit to enforce any lien created by these Covenants and Restrictions. The failure of the Declarant, the Association, the Owner(s) or the ACB to enforce any of these Covenants and Restrictions shall give rise to the right of any Owner to compel the Association to enforce these Covenants and Restrictions, or to otherwise perform its obligations hereunder. Should the Declarant, the Association, or the ACB bring any action or suit, either at law or in equity, or both, to enforce these Covenants and Restrictions, or should the Declarant bring suit against the Association to compel same to perform its obligations hereunder, it shall be entitled, in addition to all other relief provided by law, to reasonable attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or other court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for, the amendment of this Declaration, the covenants, conditions, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time, and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to ten percent (10%) or more of the Lots of The Property; or, alternatively, (2) by Owners who collectively hold not less than two-thirds of the votes of the membership in the Association, provided that, so long as the Declarant is the Owner of any property affected by this Declaration, the Declarant's consent thereto must be obtained. The Declarant shall not amend this Declaration in such a way as to materially or adversely affect the interests of the then-present Members, unless a majority of such Members, voting at a special meeting duly called therefore, agree to such amendment.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine and the neuter.

Section 7. Effective Date. The Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida general partnership, has hereunto set its hand and seal this 29 day of December, 2000

WITNESSES:

Citrus Hills Investment Properties,
a Florida general partnership

Lisa M. Bazemore
Lisa M. Bazemore

Suzanne T. Spence
Suzanne T. Spence

Lisa M. Bazemore
Lisa M. Bazemore

Suzanne T. Spence
Suzanne T. Spence

STATE OF FLORIDA
COUNTY OF CITRUS

By: Stephen A. Tamposi
Stephen A. Tamposi
Authorized Agent

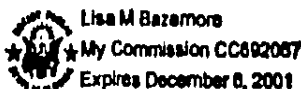
By: John E. Pastor
John E. Pastor
Authorized Agent

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared Stephen A. Tamposi and John E. Pastor, personally known to me to be the persons who executed the foregoing instrument for Celina Hills Associates, a Florida general partnership, that they acknowledged before me that they executed the instrument as authorized agents of said partnership.

Executed and sealed by me at the State and County aforesaid, on the 29 day of DECEMBER, 2000.

Lisa M. Bazemore
NOTARY PUBLIC

SEAL:



EX 1401 PG 1577

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EXHIBIT A

CLEARVIEW ESTATES subdivision, as platted in Plat Book 13, Pages 57 through 61 inclusive, Public Records of Citrus County, Florida;

CLEARVIEW ESTATES FIRST ADDITION subdivision, as platted in Plat Book 14, Pages 146 through 149 inclusive, Public Records of Citrus County, Florida;

CLEARVIEW ESTATES SECOND ADDITION subdivision, as platted in Plat Book 15, Pages 3 through 12 inclusive, Public Records of Citrus County, Florida

Lots 1 through 10, inclusive, of a Minor Subdivision in Section 4, Township 19 South, Range 19 East, Citrus County, Florida, which lots are more particularly described on "Schedule A," attached hereto; and

Lots 1 through 21, Block A;

Lots 1 through 47, Block B;

Lots 1 through 11, Block C;

Lots 1 through 34, Block D;

Lots 1 through 34, Block E; and,

Lots 1 through 19, Block F, of BELMONT HILLS UNIT 1 subdivision, as platted in Plat Book 16, Pages 102 through 108, Public Records of Citrus County, Florida.

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March 18, 1997

Job No: 77464

Legal description for
 Citrus Hills Investment
 Properties of Lot 1 in a Minor
 Subdivision in Section 4,
 Township 19 South, Range 19 East,
 Citrus County, Florida

Begin at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $08^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 155.28 feet to a point (chord bearing and distance between said points being $S 04^{\circ}05'16'' E 155.14$ feet), thence $S 81^{\circ}45'25'' W 300.42$ feet to a point on a curve, concave Easterly, having a central angle of $05^{\circ}45'06''$ and a radius of 1975.00 feet, said point also being on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 198.26 feet to the SW corner of said Lot 7, Block 16 (chord bearing and distance between said points being $N 03^{\circ}26'42'' W 198.18$ feet), thence East along the South line of said Lot 7, Block 16 a distance of 298.42 feet to the Point of Beginning.

Subject to a 10 foot wide utility easement along the South line of Lot 1.

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840 East Highway 44 • Crystal River, FL 34429-4309

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An Equal Opportunity Employer

SCHEDULE A
 Page 1 of 10



March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 2 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $08^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 155.14 feet to the Point of Beginning (chord bearing and distance between said points being $S\ 04^{\circ}03'16''\ E\ 155.14$ feet), thence continue Southeasterly along the arc of said curve a distance of 18.68 feet to the P.T. of said curve (chord bearing and distance between said points being $S\ 08^{\circ}44'35''\ E\ 18.68$ feet), thence $S\ 09^{\circ}14'35''\ E\ 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly along the arc of said curve a distance of 113.89 feet to a point (chord bearing and distance between said points being $S\ 07^{\circ}53'57''\ E\ 113.88$ feet, thence $S\ 83^{\circ}26'41''\ W\ 302.72$ feet to a point on the East right-of-way line of North Spad-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 41.42 feet to the P.T. of said curve, (chord bearing and distance between said points being $N\ 07^{\circ}06'50''\ W\ 41.42$ feet), said point also being the P.C. of a curve, concave Southeasterly, having a central angle of $97^{\circ}42'21''$ and a radius of 25.00 feet, thence Northeasterly along the arc of said curve a distance of 42.63 feet to a point (chord bearing and distance between said points being $N\ 41^{\circ}08'50''\ E\ 37.65$ feet), thence $N\ 16^{\circ}44'39''\ W\ 52.21$ feet to a point on a curve, concave Northeasterly, having a central angle of $81^{\circ}58'35''$ and a radius of 25.00 feet, thence Northwesterly along the arc of said curve a distance of 35.77 feet to the P.T. of said curve (chord bearing and distance between said points being $N\ 49^{\circ}00'42''\ W\ 32.80$ feet), said point being the P.C. of a curve, concave Easterly, having a central angle of $07^{\circ}26'36''$ and a radius of 1975.00 feet, said point also being on said East right-of-way line, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 58.27 feet to a point (chord bearing and distance between said points being $N\ 07^{\circ}09'58''\ W\ 58.27$ feet), thence $N\ 81^{\circ}45'25''\ E\ 300.42$ feet to the Point of Beginning.

Subject to a 10 foot wide utility easement along the North line of Lot 2.



March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 3 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly along the arc of said curve a distance of 113.89 feet to the Point of Beginning (chord bearing and distance between said points being $S 07^{\circ}53'57'' E 113.88$ feet), thence continue Southeasterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 04^{\circ}36'51'' E 164.48$ feet), thence $S 87^{\circ}19'38'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 04^{\circ}36'51'' W 143.97$ feet), thence $N 83^{\circ}26'41'' E 302.72$ feet to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 4 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet; thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet) thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 278.40 feet to the Point of Beginning (chord bearing and distance between said points being $S 05^{\circ}57'28'' E 278.24$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 00^{\circ}43'54'' E 164.48$ feet), thence $N 88^{\circ}47'25'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 00^{\circ}43'54'' W 143.97$ feet), thence $N 87^{\circ}19'38'' E 302.72$ feet to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 5 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 442.91 feet to the Point of Beginning (chord bearing and distance between said points being $S 04^{\circ}01'00'' E 442.29$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 03^{\circ}09'03'' W 164.48$ feet), thence $N 84^{\circ}54'28'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 03^{\circ}09'03'' E 143.97$ feet), thence $S 88^{\circ}47'25'' E 302.72$ feet to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 6 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 607.42 feet to the Point of Beginning (chord bearing and distance between said points being $S 02^{\circ}04'31'' E 605.83$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 07^{\circ}02'00'' W 164.48$ feet), thence $N 81^{\circ}01'31'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 07^{\circ}02'00'' E 143.97$ feet), thence $S 84^{\circ}54'28'' E 302.72$ feet to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 7 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 771.93 feet to the Point of Beginning (chord bearing and distance between said points being $S 00^{\circ}08'03'' E 768.67$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S 10^{\circ}54'57'' W 164.48$ feet), thence $N 77^{\circ}08'34'' W 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N 10^{\circ}54'57'' E 143.97$ feet), thence $S 81^{\circ}01'31'' E 302.72$ feet to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 8 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S\ 04^{\circ}35'16''\ E\ 173.77\ feet$), thence $S\ 09^{\circ}14'35''\ E\ 77.08\ feet$ to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 936.44 feet to the Point of Beginning (chord bearing and distance between said points being $S\ 01^{\circ}48'25''\ W\ 930.63\ feet$), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S\ 14^{\circ}47'54''\ W\ 164.48\ feet$), thence $N\ 73^{\circ}15'37''\ W\ 302.72\ feet$ to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N\ 14^{\circ}47'54''\ E\ 143.97\ feet$), thence $S\ 77^{\circ}08'34''\ E\ 302.72\ feet$ to the Point of Beginning.

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March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 9 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Commence at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S\ 04^{\circ}35'16''\ E\ 173.77$ feet), thence $S\ 09^{\circ}14'35''\ E\ 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 1100.95 feet to the Point of Beginning (chord bearing and distance between said points being $S\ 03^{\circ}44'54''\ W\ 1091.53$ feet), thence continue Southwesterly along the arc of said curve a distance of 164.51 feet to a point (chord bearing and distance between said points being $S\ 18^{\circ}40'51''\ W\ 164.48$ feet), thence $N\ 69^{\circ}22'40''\ W\ 302.72$ feet to a point on the East right-of-way line of North Spend-A-Buck Drive as shown on said plat, said point also being on a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northwesterly along the arc of said curve and along said right-of-way line a distance of 144.00 feet to a point (chord bearing and distance between said points being $N\ 18^{\circ}40'51''\ E\ 143.97$ feet), thence $S\ 73^{\circ}15'37''\ E\ 302.72$ feet to the Point of Beginning.



March 18, 1997

Job No: 77464

Legal description for
Citrus Hills Investment
Properties of Lot 10 in a Minor
Subdivision in Section 4,
Township 19 South, Range 19 East,
Citrus County, Florida

Begin at the SE corner of Lot 7, Block 16, Clearview Estates Second Addition, as recorded in Plat Book 15, Pages 3 - 12, Public Records of Citrus County, Florida, said point being the P.C. of a curve, concave Easterly, having a central angle of $09^{\circ}18'39''$ and a radius of 1070.53 feet, thence Southeasterly along the arc of said curve a distance of 173.96 feet to the P.T. of said curve, (chord bearing and distance between said points being $S 04^{\circ}35'16'' E 173.77$ feet), thence $S 09^{\circ}14'35'' E 77.08$ feet to the P.C. of a curve, concave Westerly, having a central angle of $30^{\circ}00'00''$ and a radius of 2427.72 feet, thence Southeasterly and Southwesterly along the arc of said curve a distance of 1265.46 feet to the Point of Beginning (chord bearing and distance between said points being $S 05^{\circ}41'23'' W 1251.17$ feet), thence continue Southwesterly along the arc of said curve a distance of 5.71 feet to the end of said curve (chord bearing and distance between said points being $S 20^{\circ}41'22'' W 5.71$ feet), thence $S 20^{\circ}45'33'' W 150.84$ feet to the most Easterly corner of Lot 37, Block 19 as shown on said plat, thence $N 64^{\circ}16'13'' W$ along the Northeasterly line of said Lot 37 a distance of 309.38 feet to the most Northerly corner of said Lot 37, said point being on the East right-of-way line of North Spout-A-Buck Drive as shown on said plat, said point also being on a curve, concave Northwesterly, having a central angle of $05^{\circ}00'00''$ and a radius of 1425.00 feet, thence Northeasterly along the arc of said curve and along said East right-of-way line a distance of 124.35 feet to the P.T. of said curve, (chord bearing and distance between said points being $N 23^{\circ}13'47'' E 124.32$ feet), said point being the P.C. of a curve, concave Westerly, having a central angle of $28^{\circ}26'08''$ and a radius of 2125.00 feet, thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 5.00 feet to a point (chord bearing and distance between said points being $N 20^{\circ}41'22'' E 5.00$ feet), thence $S 69^{\circ}22'40'' E 302.72$ feet to the Point of Beginning.

BR1401P61588
BL1401P6.1588

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EXHIBIT B

RIDING TRAIL EASEMENTS

In CLEARVIEW ESTATES subdivision, according to the plat thereof, recorded at Plat Book 13, Pages 57 through 61, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

- Block 5: Lots 2 through 26, inclusive
- Block 6: Lots 3 through 30, inclusive

In CLEARVIEW ESTATES FIRST ADDITION subdivision, according to the plat thereof, recorded at Plat Book 14, Pages 146 through 149, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

- Block 9: Lots 3 through 22, inclusive
- Block 10: Lots 3 through 22, inclusive
- Block 15: Lots 26 and 28
- Block 15: Lot 27 (30.35 feet of each side of rear lot line)

In CLEARVIEW ESTATES SECOND ADDITION subdivision, according to the plat thereof, recorded at Plat Book 15, Pages 3 through 12, public records of Citrus County, Florida, an easement 30 feet wide along the rear lot line of:

- Block 14: Lots 3 through 39, inclusive
- Block 15: Lots 2 through 25, inclusive
- Block 15: Lots 29 through 56, inclusive
- Block 15: Lot 57 (East 1/2 of rear lot line)

In CLEARVIEW ESTATES subdivision, according to the plat thereof, recorded at Plat Book 13, Pages 57 through 61, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

- Block 5: Lot 26 (North Side Lot Line)
- Block 6: Lot 3 (North Side Lot Line)
- Block 9: Lot 1 (East Side Lot Line)
- Block 9: Lot 2 (West Side Lot Line)
- Block 10: Lot 1 (West Side Lot Line)
- Block 10: Lot 2 (East Side Lot Line)

In CLEARVIEW ESTATES FIRST ADDITION subdivision, according to the plat thereof, recorded at Plat Book 14, Pages 146 through 149, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

- Block 15: Lot 27 (East Side Lot Line)
- Block 15: Lot 28 (West Side Lot Line)

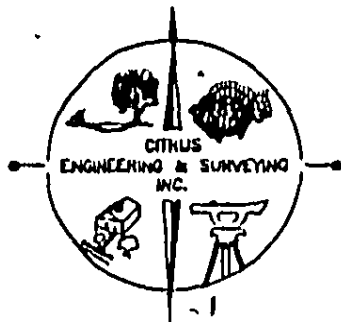
In CLEARVIEW ESTATES SECOND ADDITION subdivision, according to the plat thereof, recorded at Plat Book 15, Pages 3 through 12, public records of Citrus County, Florida, an easement 30 feet wide along the side lot line of:

- Block 14: Lot 39 (West Side Lot Line)
- Block 15: Lot 1 (East Side Lot Line)
- Block 15: Lot 29 (West 1/3 of North Side Lot Line)
- Block 14: Lot 40 (East Side Lot Line)
- Block 15: Lot 2 (West Side Lot Line)

All of these easements are for the sole benefit of the Association, its successors and assigns. These easements may be abandoned by the Association, its successors and assigns, in whole or in part. In such cases of abandonment, the interest shall automatically revert to the Owner, its successors and assigns, as the case may be, and used for any purpose.

STATE ROAD 44 ENTRANCE MAINTENANCE EASEMENTS

See "Schedule B," attached hereto.



CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3585 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "A" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

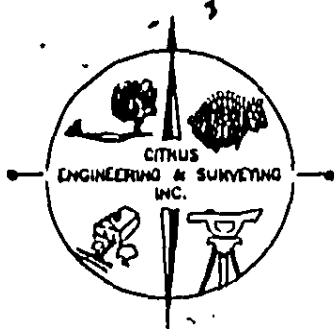
COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 41°20'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.07 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S23°46'07"W, 323.94 FEET) THENCE S03°06'05"W, A DISTANCE OF 249.67 FEET; THENCE S05°19'05"W, A DISTANCE OF 54.86 FEET, TO THE POINT OF BEGINNING; THENCE S84°56'44"E, A DISTANCE OF 50.04 FEET; THENCE S05°03'16"W, A DISTANCE OF 130.16 FEET; THENCE S17°25'19"E, A DISTANCE OF 19.12 FEET; THENCE S62°22'29"E, A DISTANCE OF 19.12 FEET; THENCE S84°51'04"E, A DISTANCE OF 69.38 FEET; THENCE S05°08'56"W, A DISTANCE OF 57.54 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF E.

2

GULF TO LAKE HWY.; THENCE N84°40'55"W, ALONG SAID RIGHT OF-WAY-LINE, A DISTANCE OF 145.26 FEET, TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE, AS SHOWN ON SAID PLAT OF BELMONT HILLS UNIT ONE; THENCE N05°19'05"E, ALONG SAID LINE, A DISTANCE OF 212.14 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.37 ACRES, OR 16319.12 SQUARE FEET OF LAND, MORE OR LESS.

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CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3585 E. GULF TO LAKE HWY. • INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "B" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 41°20'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.07 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S23°46'07"W, 323.94 FEET) THENCE S03°06'05"W, A DISTANCE OF 249.67 FEET; THENCE N84°40'55"W, A DISTANCE OF 120.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE, AS SHOWN ON SAID PLAT OF BELMONT HILLS UNIT ONE; THENCE S05°19'05"W, ALONG SAID LINE, A DISTANCE OF 54.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S05°19'05"W, ALONG SAID LINE, A DISTANCE OF 195.45 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF E. GULF TO LAKE HWY.; THENCE N84°40'55"W, ALONG SAID LINE,

SCHEDULE B

3 OF 11

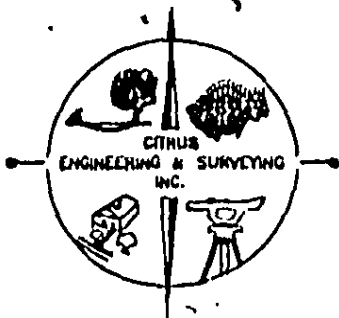
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A DISTANCE OF 145.67 FEET; THENCE N05°18'53"E, A DISTANCE OF 40.48 FEET; THENCE S84°41'07"E, A DISTANCE OF 70.00 FEET; THENCE N72°50'02"E, A DISTANCE OF 19.12 FEET; THENCE N27°52'21"E, A DISTANCE OF 19.12 FEET; THENCE N05°23'31"E, A DISTANCE OF 130.06 FEET; THENCE S84°36'29"E, A DISTANCE OF 50.51 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.32 ACRES, OR 13923.51 SQUARE FEET OF LAND, MORE OR LESS.

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CITRUS ENGINEERING & SURVEYING, INC.

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3585 E. GULF TO LAKE HWY. • INVERNESS, FLORIDA 34453

PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "C" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; THENCE S47°13'49"E, A DISTANCE OF 16.28 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 28°48'36"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 222.71 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S17°30'23"W, 220.37 FEET); THENCE S03°06'05"W, A DISTANCE OF

SCHEDULE B

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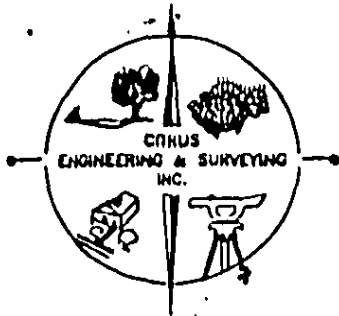
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249.98 FEET; THENCE S05°19'05"W, A DISTANCE OF 55.09 FEET; THENCE N84°56'44"W, A DISTANCE OF 16.00 FEET; THENCE N05°19'05"E, A DISTANCE OF 54.86 FEET; THENCE N03°06'05"E, A DISTANCE OF 249.67 FEET; TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 29°11'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.82 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, N17°41'52"E, 231.30 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.20 ACRES, OR 8529.01 SQUARE FEET OF LAND, MORE OR LESS.

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CITRUS ENGINEERING & SURVEYING, INC.

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3585 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453

PHONE: (352) 860-1145

FAX: (352) 860-2229

December 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "D" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S47°13'49"E, A DISTANCE OF 16.28 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 22°25'48"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 173.39 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S20°41'47"W, 172.29 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; THENCE S86°15'00"E, A DISTANCE OF 75.32 FEET; THENCE

SCHEDULE B

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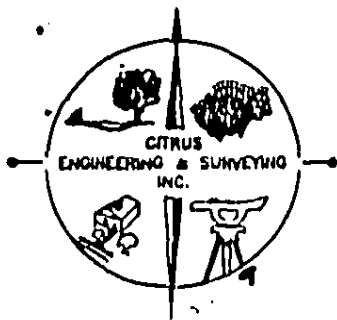
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S87°37'57"E, A DISTANCE OF 143.31 FEET; THENCE SOUTH, A DISTANCE OF 10.01 FEET; THENCE N87°37'57"W, A DISTANCE OF 143.85 FEET; THENCE N86°15'00"W, A DISTANCE OF 76.33 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 01°17'55"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 10.04 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N08°49'56"E, 10.04 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.05 ACRES, OR 2194.26 SQUARE FEET OF LAND, MORE OR LESS.

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CITRUS ENGINEERING & SURVEYING, INC.

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PHONE: (352) 860-1145

FAX: (352) 860-2229

DECEMBER 22, 2000

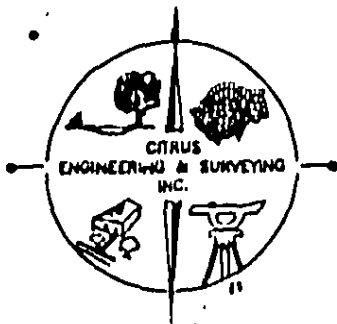
A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "E" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S47°13'49"E, A DISTANCE OF 16.28 FEET, TO THE POINT OF BEGINNING; THENCE S47°13'49"E, A DISTANCE OF 43.05 FEET; THENCE S53°45'46"E, A DISTANCE OF 107.29 FEET; THENCE S65°39'01"E, A DISTANCE OF 18.34 FEET; THENCE S77°19'44"E, A DISTANCE OF 23.18 FEET; THENCE SOUTH, A DISTANCE OF 10.25 FEET; THENCE N77°19'44"W, A DISTANCE OF 26.45 FEET; THENCE N65°39'01"W, A DISTANCE OF 20.40 FEET; THENCE

N53°45'46"W, A DISTANCE OF 108.90 FEET; THENCE N47°13'49"W, A DISTANCE OF 41.58 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 442.92 FEET AND A CENTRAL ANGLE OF 01°19'13"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 10.21 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N31°15'04"E, 10.21 FEET); TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 0.04 ACRES, OR 1946.19 SQUARE FEET OF LAND, MORE OR LESS.

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CITRUS ENGINEERING & SURVEYING, INC.

• CONSTRUCTION SURVEYS • MORTGAGE SURVEYS • BOUNDARY SURVEYS •

3585 E. GULF TO LAKE HWY. - INVERNESS, FLORIDA 34453
PHONE: (352) 860-1145 FAX: (352) 860-2229

DECEMBER 22, 2000

A LEGAL DESCRIPTION FOR CITRUS HILLS INVESTMENT PROPERTIES OF EASEMENT "F" LYING WITHIN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 3 BLOCK A, OF BELMONT HILLS UNIT ONE, AS RECORDED IN PLAT BOOK 16 AT PAGES 102-108, INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S57°35'14"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S. RUN FOR THE ROSES DRIVE AS SHOWN ON SAID PLAT, A DISTANCE OF 7.74 FEET; THENCE S32°24'46"E, A DISTANCE OF 100.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 13°09'06"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S. RUN FOR THE ROSES DRIVE, A DISTANCE OF 103.29 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S51°00'41"W, 103.07 FEET); THENCE S44°26'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.33 FEET; TO THE P.C. OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 458.92 FEET AND A CENTRAL ANGLE OF 12°08'28"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.25 FEET, TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING, S38°21'54"W, 97.06 FEET); TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S47°13'49"E, A DISTANCE OF 59.33 FEET; THENCE S53°45'46"E, A DISTANCE OF 107.29 FEET; THENCE S65°39'01"E, A DISTANCE OF 18.34 FEET; THENCE S77°19'44"E, A DISTANCE OF 23.18 FEET, TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH, A DISTANCE OF 78.79 FEET; THENCE N87°37'57"W, A DISTANCE OF 50.04 FEET; THENCE NORTH, A DISTANCE OF 76.72 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.09 ACRES, OR 3887.69 SQUARE FEET OF LAND, MORE OR LESS.

SCHEDULE B

11 OF 11

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EXHIBIT C

Minimum Maintenance Standards of STATE ROAD 44 ENTRANCE MAINTENANCE EASEMENTS:

1. Cut grass, edge and weed (weekly April 1 - October 31) (biweekly November 1 - March 31);
2. Blow-clean roadways upon mowing and edging;
3. Flower improvements four times per year;
4. Overseed with rye grass every winter; and,
5. Fertilize twice per year.

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