

COMMERCIAL DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware Corporation, hereinafter referred to as "The Subdivider", is the owner of the following described property, situate, lying and being in Citrus County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots located in Pine Ridge Subdivision, Unit Three, and to limit the use for which each and every of the lots located in Pine Ridge Subdivision, Unit Three, is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in Citrus County, Florida; to wit:

Lots 1 thru 6 of Block 1; Lots 1 thru 7 of Block 55; Lots 1 thru 10 of Block 56; Lots 1 thru 6 of Block 284; Lots 1 thru 3 of Block 322; Lots 1 thru 8 of Block 323; Lots 1 thru 8 of Block 355 and Tract T-9 as shown on the plat of Pine Ridge Subdivision, Unit Three, according to the plat thereof, recorded in Plat Book 8, pages 51 through 67 inclusive, of the Public Records of Citrus County, Florida,

Are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to wit:

1.01 USE RESTRICTIONS

Each and every of the above lots located in Pine Ridge Subdivision, Unit Three, shall be known and described as Commercial Property, and said property on any building constructed thereon may only be used for the following purposes: Antique Shops; Aquariums; Art Goods and Bric-A-Brac Shops; Artistes Studios; Automobile New Parts and Equipment or Accessory Stores; Bake Shops employing not more than five (5) persons on the premises (Retail only); Banks; Barber shops; Beauty Parlors; Bicycle Stores; Billiard Rooms; Pool Rooms; or Bowling Alleys; Cigar Stores (Retail only); Confectionary and Ice Cream Stores; Conservatories; Curio Stores; Drug and Sundry Stores, excepting that no liquor, beer, wine and intoxicating beverages may be sold therein; Electronic Sales and Services; Employment Agencies; Florida Shops; Fruit Stores (Retail only); Furniture Stores; Gasoline and Automobile Service Stations, on corner sites only; Grocery Stores with meat sales, except those dealing in live poultry; Hardware Stores (Retail only); Interior Decorating, Costuming, Draperies; Jewelry Stores, Watch Repairs; Leather Goods Stores (Retail only); Laundromats; Laundry and Cleaning Agencies, provided no gasoline or explosives of any kind are stored or used therein; Millinery, Wearing Apparel, Furrier Stores; Motels and Hotels; Music and Radio Stores; Newsstands; Offices for Doctors, Dentists, Lawyers and related professions; Optical Stores; Paint Stores; Photograph Galleries; Post Offices; Printing Shops; Private Clubs, Lodges, Fraternities, Sororities, Public Art Galleries, Libraries, Museums and other public meeting places not operated for a profit; Retail Plumbing Fixture Stores, but not in conjunction with Plumbing Shops;

Retail Fertilizer and Garden Supplies; Restaurant or Dining Rooms where kitchen is screened or located altogether within a closed building or room and ample provision for carrying away or dissipating fumes, odors, smoke or noise and where premises are so arranged and the business is so conducted as not to be offensive or obnoxious to occupants of adjoining premises; Shoe Repair Shops; Shoe Stores; Souvenir Stores; Sporting Goods Stores; Stationary Stores; Tailor Shops; Telephone Exchanges; Telegraph Stations; Theatre and Motion Picture Houses; Travel Agencies; Utility Company Business Offices; and Veterinarian. Alcoholic beverages may be served in Hotels or Motels containing fifty (50) or more guests renting rooms and in Restaurants containing seats to accommodate not less than one hundred (100) customers.

The real property hereinabove described, and all portions thereof, is restricted to the sole uses hereinabove set forth and, without enlarging upon the said permissive uses and further intending to restrict and confine the said real property to the uses set forth, the said permissive uses set forth shall not be deemed to include directly or indirectly any of the following uses: The conducting of the business or profession of real estate broker or salesman, builder, contractor or construction company, repairs or renovator to real property and improvements, painting, interior decorating, the advertising of land, homes or any business or profession directly or indirectly competitive in any manner whatsoever to that of the Subdivision and sale of land, the construction business, the erection of homes, the marketing and selling of homes, and any and all improvements erected upon the subject property shall be restricted to the permissive uses hereinabove set forth and shall not be used to directly or indirectly house or provide space for any of the exclusions as set forth in this paragraph.

2.01 SETBACK RESTRICTIONS

No building shall be erected on any of the said lots nearer than fifty (50) feet to the front lot lines of said lots, nor nearer to the side lot line on corners than fifty (50) feet, nor nearer than twenty (20) feet to the rear lot lines of said lots. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3.01 LOT SIZE RESTRICTIONS

No lot as shown on this plat shall be divided or resubdivided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street to existing rear property line.

4.01 NUISANCES, TRASH, ETC.

No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a business, temporarily or permanently, nor shall any residence be permitted.

4.03 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- 4.04 Except for dogs, cats and other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than horses and ponies being treated by a veterinarian.
- 4.05 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.
- 4.08 No tractor-trailers, trucks (other than camping type vehicles originally manufactured for said purpose), busses, mobile homes or other like vehicles may be parked overnight on any of the streets, roads, or lots in this subdivision; except trucks of a rated weight of one ton or less shall not be prohibited.
- 4.09.1 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the Pine Ridge Service Corporation as is hereinafter described shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefore and the Service Corporation shall not thereby be deemed guilty of trespass. The Service Corporation shall first, however, make a reasonable effort to notify the property owner. If said charge is not paid to the Service Corporation within 30 days after a bill therefore is deposited in the mails addressed to the last known owner or lessee of the lot at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of Citrus County, Florida, then said sum shall become delinquent and shall become a lien to be collected the same as other delinquent fees as set forth in Article 10.00 hereof. The Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features.
- 5.01 WELL WATER
No individual well will be permitted on any lot or tract within this Subdivision, except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State Board of Health.
- 6.01 OBSTRUCTIONS TO SIGHT LINES
No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangle are formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot or tract ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.01 EASEMENTS

All easements for utilities, drainage canals and other purposes shown on the plat of Pine Ridge, Unit Three, recorded in Plat Book 8, Pages 51 through 67 inclusive of the Public Records of Citrus County, Florida, are hereby reserved as perpetual easements for utilities, installations and maintenance. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner of such lot or tract.

8.01 DRAINAGE

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9.01 ARCHITECTURAL DESIGN COMMITTEE

No building, additions thereto, add-ons, accessory buildings, signs, pools fences, or any other structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Pine Ridge Service Corporation, Inc., a nonprofit Florida corporation (hereinafter referred to as the "Service Corporation") or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in this Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with its structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any

subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

- 9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or things shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.
- 9.05 Any agent or officer of the Service Corporation or the Design Committee may from time to time at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not be deemed guilty of any manner of trespass for such entry or inspection.
- 9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of Citrus County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.
- 9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent; The size and setback requirements of residences shall conform with the requirements contained in these restrictions.
- 9.08 Any act, decision or other thing which is required to be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

10.01 PROVISIONS FOR FEES FOR MAINTENANCE AND UPKEEP

Each and every of said lots which has been conveyed by warranty deed from the Subdivider or which has been leased from the Subdivider, except lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided, the entity responsible for the collection of fees and for the disbursement of and accounting for the funds is Pine Ridge Service Corporation, Inc., a nonprofit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in Pine Ridge Subdivision, Unit Three, recorded in O.R. Book 301, at Page 589 of the Official Records of Citrus County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Article 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, or transfer by operation of law, or otherwise, and every lessee who leases any of said lots from the Subdivider shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner of a lot conveyed (deeded) by the Subdivider shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1982, or until such prior time as follows:

- A. Such prior time as the Class B member shall determine in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation or
- B. Upon conveyance (deeding) by the Subdivider of eighty (80%) percent of the total number of lots covered by these restrictions and other similar restrictions recorded now or in the future affecting lots in Pine Ridge Subdivision other than a conveyance resulting from a merger, consolidation, liquidation or other similar plan or a conveyance to the successors or assigns of the Subdivider.

At such time Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall be entitled to one vote and to the appointment at its pleasure from time to time, of one member of the Board of Directors. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

10.03 The initial monthly fees to be paid to the Service Corporation for maintenance and upkeep as is further described herein for each and every of said lots subject thereto, shall be as follows:

FEE SCHEDULE

BLOCK	LOTS	FEE FACTOR	INITIAL FEE
55	1, 2, 4-7	Base Rate	\$ 6.60
56	1-9	Base Rate	\$ 6.60
284	1-6	Base Rate	\$ 6.60
322	2, 3	Base Rate	\$ 6.60
323	2, 4-8	Base Rate	\$ 6.60
1	2-5	1.25x Base Rate	\$ 8.25
322	1	1.25x Base Rate	\$ 8.25
323	3	1.25x Base Rate	\$ 8.25
355	2-8	1.25x Base Rate	\$ 8.25
355	1	1.50x Base Rate	\$ 9.90
1	1	2x Base Rate	\$ 13.20
55	3	2x Base Rate	\$ 13.20
56	10	2x Base Rate	\$ 13.20
323	1	2x Base Rate	\$ 13.20
1	6	3x Base Rate	\$ 19.80
Tract T-9		5x Base Rate	\$ 33.00

(A) The initial Base Rate is \$ 6.60 and any fee adjustments shall be made only to the Base Rate as provided in Article 10.03 of these restrictions and the fee factor shall not be changed.

Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month or at such other reasonable intervals as the Service Corporation may determine. Initial fees shall commence the month following the month of conveyance. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may

change the rate of interest from time to time. The Service Corporation may increase said Base Rate (but not the fee factor) from time to time as is hereinafter provided, but said initial Base Rate shall not be increased prior to January 1, 1975. Thereafter, said Base Rate may be increased or decreased by the Service Corporation except that said Base Rate shall not be raised more than twenty-five (25%) percent of the then existing Base Rate during any one calendar year. Said Base Rate may not be raised to a sum more than double the initial Base Rate without the joint consent for any increase thereafter of the owners of record of not less than 51%, in number, of all the owners of deeded lots subject thereto who actually vote for or against said increase including the owners of those deeded lots covered by other restrictions containing similar provisions affecting other lots shown on plats of units of Pine Ridge Subdivision whether recorded now or in the future, and if said Base Rate is decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each deeded lot shall be entitled to one vote for each said lot owned by him and each said lot be entitled to more than one vote after Class A members become voting members of the Corporation (except for the vote required to change the Base Rate). In addition to the maintenance fees authorized above, the Service Corporation may levy, in any one year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in any of those areas hereinafter set forth in Paragraph 10.13, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for that purpose. The Service Corporation may establish special benefit sub-districts within all of Pine Ridge Subdivision including that unit affected by these restrictions and those units in Pine Ridge Subdivision affected by other similar restrictions for the purpose of levying special assessments for capital improvements of primary benefit to properties located in the particular sub-district affected in which case the special assessment would be levied against and apply only to properties within said sub-district and would require the assent of two-thirds (2/3) of the votes of the Class A members within said affected sub-district only.

- 10.04 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.
- 10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the Subdivider or for the maintenance and upkeep of the area of any rights-of-way immediately adjoining any lots owned by the Subdivider prior to the first conveyance or lease of said lots by the Subdivider. The Service Corporation shall account to the said lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1975. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

- 10.06 The Service Corporation may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Pine Ridge Subdivision, recorded now or in the future in the Public Records of Citrus County, Florida, which funds are intended thereby to be used for similar purposes.
- 10.07 Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the lot owner shall be required to pay a reasonable rental for the lot, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Service Corporation may file for record in the office of the Clerk of the Circuit Court for Citrus County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such information as may be desirable, and upon payment in full thereof, the Corporation shall execute a proper recordable release of said lien.
- 10.08 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgage" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.
- 10.09 Any person who acquires an interesting a lot, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.
- 10.10 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.
- 10.11 The purchasers or lessees of lots or parcels in the Subdivision by the acceptance of deeds or leases therefore, whether from the Subdivider or subsequent owners or lessees of such lots, shall become personally obligated to pay such fees including interest, upon lots purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Service Corporation shall have the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to

run with the land so that the successors or owners of record of any portion of said property shall in turn become personally liable for the payment of such fees and interest which shall have become due during their ownership thereof.

- 10.12 The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first conveyance or lease of said lots by the Subdivider, but shall be obligated to pay any such fees for any lot reacquired from successive owners of said lots.
- 10.13 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of Pine Ridge Subdivision, but only until such time as they are adequately provided for by Governmental Authority, whether within the unit partially or fully restricted by these restrictions or within the units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of Citrus County, Florida, affecting properties located in Pine Ridge Subdivision, namely:
- (A) Improving or maintaining such rights-of-way, swales, parks, fountains, trails, bikeways, recreation areas for which no other fees are charged by the Subdivider, and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general benefit of all the lot owners in Pine Ridge Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation, or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general benefit of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but not shall be limited to the maintenance of any improvements on areas enumerated above, the cutting of grass, plantings bushes, hedges and removing of grass and weeds wherefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas enumerated neat, attractive, and in good order.
 - (B) The installation cost and maintenance of all devices necessary for the protection of the public where any designated equestrian trail intersects any public street or road within said Subdivision.
 - (C) The cleaning of streets, walkways, pathway, bikeways, trails and public areas within or bordering upon the Subdivision, collecting and disposing of debris and litter therefrom but only until such time as such are adequately provided for by governmental authority.
 - (D) Taxes and assessments, if any, which may be levied upon any of the properties described in Article 10.13 (A) through (F) and due and payable by the Subdivider or the Service Corporation.
 - (E) Liability, property damage and other insurance.
 - (F) The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, and to make expenditures

for capital improvements not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

- 10.14 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.
- 10.15 No lot owner, parcel owner or lessee shall be excused from payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained or improved.
- 10.16 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of Citrus County, Florida, making said assignment.
- 10.17 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

11.01 ADDITIONAL RESTRICTIONS

The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Article 10.03 herein pertaining to the amount and fixing of fees.

12.01 DEFINITION OF "SUCCESSORS AND ASSIGNS"

As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the Subdivision from the Subdivider, but shall be deemed to refer too the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Citrus County, Florida, specifically referring to this provision of these restrictions.

13.01 DURATION OF RESTRICTIONS

These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2002, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1992, by vote of ninety (90%) percent of the then owners of all of the lots or tracts in Pine Ridge Subdivision, or commencing with the year 2003, by vote of seventy-five (75%) percent of the then owners of all of the lots or tracts in Pine Ridge subdivision, it is agreed to change said covenants in whole or in part.

14.01 REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings; the Subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

NOTE:

The "signature" page is attached to the original document, dated June 13, 1972.