

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering CRYSTAL GLEN, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 14, pages 21 - 27 of the Public Records of Citrus County, Florida, together with any and all additional subdivisions which may be annexed from time to time by the Developer as provided for hereinafter.

WHEREAS, a portion of said lands is known by official plat designation as:

CRYSTAL GLEN, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 14, pages 21-27, and Lots 1,2 3,4, Block 1, and part of Tract F of the proposed Sterling Hills Subdivision, Sect. 9 Twp. 19S, Range 18E, Citrus County, Florida, (said common area more particularly described on Exhibit "A" attached hereto.) as recorded in O.R. Book 2567, Pages 520-522 of the Public Records of Citrus County, Florida;

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Developer hereby declares that all of the platted real property described above and each part hereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

Turnover of the Association occurred many years ago, and the rights and obligations of the Developer expired at that time. All rights and duties reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights or obligations of the Developer are hereby deleted in this Declaration of Covenants, Conditions and Restrictions, and in the Association's Articles of Incorporation and By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to the CRYSTAL GLEN PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is a part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to drainage and conservation easements and easements for entrance amenities and any and all improvements constructed thereon, for the common use and enjoyment of the Owners.

3.1 The Common Area to be owned by the Association at the time of conveyance of the first lot shall include the parcel described as follows:

All of Tracts B, C, D, E, F and G, as recorded on the plat of CRYSTAL GLEN, according to Plat Book 14, Pages 21 -27, of the Public Records of Citrus County, Florida.

3.2 A parcel of land identified as "common recreation area" shall be added to the Common Area. This parcel was deeded to the Association by Crystal Glen Properties, LLC. in conjunction with its sale of the former Tract A to WGUL FM, Inc. This parcel is legally described as follows:

LOTS 1, 2, 3, 4, BLOCK I and part of Tract F of the Proposed STERLING HILLS Subdivision, SECT. 9 TWP 19 S RNG 18 E, Citrus County, Florida, (said common recreation area more particularly described on Exhibit "A", attached hereto) as recorded in O.R. Book 2567, Pages 520-522 of the Public Records of Citrus County, Florida

3.3 Additional parcels may be added to the Common Area from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter.

3.4 The term "Common Area" shall not include or refer to Tract A as shown on the plat of Crystal Glen recorded in Plat Book 14, Page 21-27 of the Official Records of Citrus County, Florida, and as referenced in the Declaration shall cease to be governed by the Declaration. Any right or claim by the Association or its members to utilize or have any rights with respect to Tract A is hereby terminated."

SECTION 4. "Lot" shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

SECTION 5. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot.

SECTION 6. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 7. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 8. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and conservation easements, entrance features and the any buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, Maintenance shall further mean keeping those areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth.

ARTICLE II Property Rights

Section 1. Owners Easements of Enjoyment. Every owner of a residential lot or unit shall have a

right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, including, but not limited to, for the following reasons:

(1) any period during which any assessment against any lots or unit remain unpaid; or

(2) for a period not to exceed (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Association, with fifty-one (51%) percent of all the lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Citrus County, Florida, with normalities necessary for the recordation of a deed.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, for which a public authority or utility company is responsible or the drainage and conservation easements to be maintained by the Association as required by governmental rules, regulations and requirements.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

SECTION 3. No Partition. There shall be no judicial partition of the Common Area nor any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

ARTICLE III

Membership In-Association: Voting Rights

SECTION 1. Membership. Every owner of a lot which is subject to assessment shall be a member of

the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. Class of Voting Membership. The Association shall have only one class of voting membership:

CLASS A. Class A members shall be all owners, who shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one of the owners designated by the other to do so.

SECTION 3. Vote. The vote required for the passage of any particular issue which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions of CRYSTAL GLEN PROPERTY OWNERS' ASSOCIATION, INC., as the same may be amended from time to time.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The owner, for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) general assessments or charges, which may be levied annually, semi-annually or quarterly as determined by the Board of Directors, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due or their heirs, successors, and assigns.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association who own property in the subdivision; and

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of, and debris removal from other areas.

The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the

general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

1. Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;
2. Maintenance of the grounds for the Common Area, and any area or areas wherein, including, but not limited to sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the areas not adjacent to a lot and in the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said subdivision;
3. Carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments;
4. Trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;
5. Maintenance of drainage and conservation area(s) and facilities therein or thereon.
6. Any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;
7. There shall be no reserves for replacement; however, upon a proper vote as set forth by the By-laws, at a meeting duly called the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association; and
8. Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

SECTION 3. Special Assessments for Capital Improvements. In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

SECTION 4. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 5. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 8.

SECTION 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments as provided for herein. The liability of an institutional first mortgagee, or its successor or assign, which acquires title to a lot by foreclosure or by deed in lieu of foreclosure, for assessments which became due prior to the acquisition of title, shall be as set forth in Chapter 720, Florida Statutes, as amended from time to time. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Budget. The Association shall assess the members annually or semi-annually or quarterly through its Board of Directors a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association.

ARTICLE V Exterior Maintenance

SECTION 1. Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the willful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject, collectible as set forth in ARTICLE IV above. The Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove, and shall have the authority, but not the obligation, to perform such exterior maintenance on behalf of the Owner of the lot.

ARTICLE VI Use Restrictions

SECTION 1. The Subdivision shall be occupied and used only as follows:

A. Each unit shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation. A "single family" shall be

defined herein as: (a) one person living alone; (b) two persons related by blood, marriage or adoption, and their immediate family; or (c) two persons living together as a single housekeeping unit. "Immediate Family" is defined as the parents, children, or grandchildren (and their respective spouses) of the owner or the owner's spouse.

B. No business of any kind shall be conducted in any residence that would generate traffic within the sub-division to a specific residence.

C. No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area. Nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any lot, unit or Common Area. No plants, animals, device or thing of any sort whose activities or existence in any way may be maintained that is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the sub-division. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the sub-division. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on, in or about any lot, unit or Common Area, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the sub-division.

D. No sign of any kind shall be displayed to public view on a lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. The display of said signs shall be governed by the Association as its members through the Association's By-laws shall permit.

E. Nothing shall be done or kept on a lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

G. No rubbish, trash, garbage, grass clippings or other waste material shall be kept or permitted on any lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view. Each Owner shall assure that any dedicated areas between his property line(s) and a street and/or Common Area shall be maintained and kept clean and free of grass clippings, waste material and other debris.

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

I. There shall be a minimum setback for all residential dwellings as follows:

1. There shall be a twenty-five (25) foot setback from the front lot line to the building or any supporting structure.

2. The side lot line setback shall be seven and one-half (7 ½ ') feet from any structure and/or wing walls. The side lot setback shall be seven and one-half feet (7 ½') from any structure and/or wing walls; provided however, that the side lot line setback of lot 67, Crystal Glen, shall be five feet (5')].

3 The setback from the rear of the lot shall be fifteen (15) feet for the dwelling unit. The rear setback for pools, pool decks and pool enclosures shall be ten (10) feet. In no case shall any structure be built on a utility or drainage easement.

4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty-five (25) feet from the lot line abutting the street. The Association, through its Board of Directors, shall have the right to grant variances to these setbacks to the extent that such setbacks comply with minimum County setbacks.

J. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling approved prior to erection by the Association in writing.

K. Other than the above-mentioned single-family dwelling, no buildings may be erected on any building plot without the prior written consent of the Association's Architectural Committee and no structure of a temporary nature or character shall be used as a residence.

L. All buildings and fences and concrete sidewalks placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association and Architectural Committee in writing.

M. No building or structure to include outbuildings, tents, shack, shed, carport, trailer or structure of any kind upon any lot or common area either temporary or permanent shall be moved onto or constructed on any lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all permitted buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

N. All trash receptacles of any sort for collection and disposal of refuse, garbage, rubbish or other discarded material upon the premises must be kept concealed from public view and shielded from view by shrubbery, fencing or by an enclosure that conforms in architecture, material and color to the home not to exceed 4' in height, 4' in width, and 6' in length and not displayed in any manner whatsoever, except on collection day, as provided by any sanitary service agency, and then only on those designated days will trash receptacles be placed curbside in front of any dwelling. Each property owner shall be required to contract for garbage pick-up with an independent agency. No other items may be stored on the side of your home. Such items described are, but not limited to toys, lawn maintenance equipment and supplies, furniture, refuse disposal cans or bins, sporting equipment.

O. No dwellings shall have a square footage of less than 1400 square feet, exclusive of screened areas, open porches, terraces, patios, private attached garages and servants quarters or rooms. Furthermore, the elevation drawings, floor plans, and exterior color palette for new all residences shall be approved prior to building by the Architectural Committee.

P. No lot shall be used as a dumping ground for rubbish. All oil tanks, non-portable propane tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in a walled-in area so as not to be visible from the street or objectionable to any adjacent residence, and shall be kept in a clean and sanitary condition.

Q. No above-the-ground swimming pools shall be installed on any of the lots in said Subdivision.

R. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which a public authority, utility company or the Association is responsible.

S. No lot shall be subdivided, or boundaries changed.

T. Each Owner shall cause to be constructed and installed on his lot a concrete walkway which shall abut the public right-of-way and which shall run the length thereof. Said concrete walkway shall be not more, nor any less, than four (4') feet in width for the entire length of said lot along the public right-of-way and said concrete walkway shall be constructed and installed prior to the completion of any dwelling on any lot.

U. All dwelling units shall have not less than a two-car attached garage and a concrete driveway.

V. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

W. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the lots and/or units and the Common Area, as set forth in the By-laws of the Association.

X. No dwelling unit shall exceed two and one-half (2 1/2) stories in height.

Y. Each residence shall have sodded front, side and rear lawns, including easements and abutting rights-of-way with the sodding completed to the curb. Initial and long-term landscaping shall include a adequate number of trees and shrubs of sufficient size so as to be compatible with the neighboring lots. Trees and shrubs shall be installed and maintained so as not to impair the visibility of traffic.

Z. Lot owners shall keep their property in clean and presentable condition. Any property owner in CRYSTAL GLEN, whether owner of vacant property or property with home, must keep the property free of any refuse, trash or debris, and must mow the lot as many times as is required to keep it neat. Owners with fruit trees must pick up fallen fruit and dispose of it properly. Should an Owner fail in keeping the property in a clean and neat condition, after fifteen (15) days' notice, the Association, or the proper county authorities, shall have the right to enter upon the property, perform such mowing or trash removal as required and charge back to the lot Owner all costs entailed for such services. Such charges will be considered an assessment against the Owner's lot, collectible as set forth in ARTICLE IV of this Declaration. Trash, garbage or other rubbish shall not be kept except in containers properly concealed from public view. Each lot Owner becomes responsible for items in this paragraph from the date of closing for the purchase of the lot, or lot and home.

AA. Fencing made of wood materials shall be constructed not to exceed six feet (6) in height. All fencing materials must be resistant to decay, corrosion, termite infestation and all wooden posts must be pressure treated. Vinyl and PVC fencing shall not exceed six feet (6) in height. Hurricane or cyclone type metal fences (chain link) shall not exceed four feet (4) in height. No fencing, hedge or wall will be allowed in front of the front building line of any house, or outside of the side dwelling line of a corner lot line. All fences shall be erected so that the finished side faces the outside of the property line (i.e., the posts should not be visible to the outside). Fencing must be of sound and sturdy

construction and must be constructed so they do not interfere with drainage. Severe dents, blemishes, or damages to fence shall be repaired or replaced within fourteen days (14) of notification. No used material, barbed wire or chicken wire may be used for the construction of a fence.

BB. Exterior Lighting: All exterior lighting on any lot or Dwelling must be designed and erected to avoid annoyance to any other Owner and to avoid unreasonable illumination of any other portion of the properties except the lot upon which the lighting is erected.

CC. Holiday Decorations: Holiday specific decorations and displays shall not be displayed earlier than thirty (30) days preceding the holiday and must be removed within thirty (30) days after the holiday.

DD. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.

EE. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons or the Association owning any real property situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same.

ARTICLE VII Architectural Control

No building, fence, roof antenna, satellite dish, cable television facility, master television antenna facility or other structure or residential dwelling shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plan and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association in accordance with the By-laws of this Association. In the event said Board, or its designated committee, fails to act upon such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. In addition to the guidelines set forth hereinabove, the guidelines to be followed by the committee in the exercise of its duties shall be as follows:

A. Alterations, additions and improvements of residences. No Owner shall make any structural alteration, or shall undertake any exterior painting or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Architectural Committee. The committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Subdivision.

B. Miscellaneous additions and alterations. No building, fence, wall or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including major replanting, antennae, temporary clotheslines, or other external attachments be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved, in writing, by the Committee as to the harmony of external design and location in relation to surrounding structures and topography.

C. Damage and destruction of residences; approval of structural variances. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner shall result in a finished residence of exterior design harmonious with the other residences in the subdivision.

D. Approval of Association; how evidenced. Whenever in this Article the approval of the Association is required, such approval shall be in writing. In the event the Association fails to act upon within forty-five (45) days after receipt of a request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

E. Driveway and or Walkway Color. Untinted or uncolored cement is preferred by the Association, however, if Owner prefers to tint, paint or color Owner's driveway or walkway, such color must be neutral, earth-tone, or pastel. Owner's driveway or walkway may only be constructed of concrete, brick pavers or brick. Paint color may not be changed from its original approved color without an AC permit.

ARTICLE VIII Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX Owners' Obligation to Rebuild

If all or any portion of a residential unit is damage or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE X Parking Restrictions

No Owner of a unit shall park, store, or keep any vehicle, except wholly within the garage or on the paved driveway, and no Owner shall park, store or keep any commercial vehicle, truck, camper, motor-home, watercraft, trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway attached thereto. More specifically, no commercial vehicle, truck, camper, motor-home, watercraft, trailer, aircraft or any vehicle other than a private passenger vehicle, may be parked on the property other than within the garage. "Commercial Vehicles" mean all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the

vehicle incidental to any business; or which lack rear seats, rear or side windows. In no event shall any truck larger than a one (1) ton pickup be parked, stored or kept in any parking garage or driveway incident thereto. No owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle of any portion of any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his parking garage driveway, attached to his unit, in such a manner that the vehicle extends into the street.

Article XI Lease and Occupancy Restrictions

No portion of a Dwelling (other than an entire Dwelling) may be rented or leased. There shall be no subleasing of a Dwelling or assignment of leases by the tenant of the Owner. All leases shall be in writing and shall include a Crystal Glen Declaration Disclosure in substantially the same form as the disclosure attached hereto as Exhibit "B". Within seven (7) days after entering into the Lease or Rental Agreement of a Dwelling, and before occupancy of that Dwelling, the Owner shall provide the Association with a copy of the Lease or Rental Agreement. No Unit may be leased or rented more than two (2) times in any twelve (12) month period. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations. All leases shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Declaration and the Rules and Regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Dwelling are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto.

ARTICLE XII General Provisions

SECTION 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to litigation, for trial or appeal. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce Chapter 720 Florida Statutes, as amended from time to time, this Declaration, the exhibits attached hereto, and the rules and regulations adopted pursuant to said documents, when the matter is resolved without court action or other alternative dispute resolution, including but not limited to mediation. Such fees shall be an assessment against the lot and the lot owner which was involved in the violation, which assessment shall be collected in the same manner as provided for all other assessments in this Declaration, and which assessment shall be secured by a lien against the lot.

As an alternative or additional remedy, the Board of Directors may also adopt fines against Owners, tenants and/or guests who violate the rules and restrictions, and other governing documents, including this Declaration, and may also suspend the right of any violators to use the common facilities owned or controlled by the Association. Such fines, and suspensions, shall be imposed in accordance with procedures to be adopted by the Board of Directors from time to time which procedures shall be consistent with any governing statutes. Notwithstanding any other provisions of the governing documents, the fines may be imposed up to any amount not to exceed five thousand dollars in the aggregate (\$5,000.00), depending upon the nature of the violation. If any person fails to pay a fine that

has been properly adopted, the Association shall have all remedies available to it under the law, including, but not limited to, the ability to record a claim of lien against such Owner's property, and such lien will secure all amounts due to the Association, including all costs and attorney's fees incurred in adopting and enforcing the fine, and interest at the maximum legal rate. The lien may be foreclosed in the same manner as a lien for unpaid assessments, as set forth in ARTICLE IV of this Declaration.

SECTION 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date of the Preservation of the Declaration of Covenants, Conditions and Restrictions which was recorded on March 22, 2013 in O.R. Book 2541, Pages 857 & 858, and shall be automatically renewed for successive ten (10)-year periods.

SECTION 4. Amendments. This Declaration may be amended by the affirmative vote of no less than Fifty-one percent, (51%) of those lot owners present in person or by proxy at a duly called membership meeting. Any amendment must be recorded upon the official records of Citrus County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 5. Utility Impact Fees. Each owner shall be obligated to pay any such impact or connection fee(s) imposed by the public or quasi-public entity, having jurisdiction thereof.

SECTION 6. Commercial Zoning. The property adjoining Crystal Glen is zoned for commercial use. The Owner of each lot and/or unit hereby acknowledges that the said property is zoned commercial.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 10 day of July, 2015.

CRYSTAL GLEN PROPERTY OWNERS ASSN. INC.

by: David M. Borge President
July 10, 2015

by: Theresa M. Turner Secretary
Theresa M. Turner

Witness: Megan Barker
Megan Barker

Witness: Sharon Vetter
Sharon Vetter

STATE OF FLORIDA
COUNTY OF CITRUS

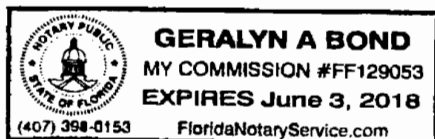
I HEREBY CERTIFY that on this 10 day of July, 201⁵~~4~~, before me personally appeared David M Boyer as President of the Crystal Glen Property Owners Association Inc. ☒ who is personally known to me or ☐ produced Driver License/Identification Card as identification, and who did take an oath.



Geralyn A. Bond
Notary Public

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this 10 day of July, 201⁵~~4~~, before me personally appeared Theresa Turner as Secretary of the Crystal Glen Property Owners Association Inc. ☒ who is personally known to me or ☐ produced Driver License/Identification Card as identification, and who did take an oath.



Geralyn A. Bond
Notary Public

EXHIBIT "A"

DESCRIPTION:

BEGIN AT THE NORTHWESTERLY MOST CORNER OF LOT 17, CRYSTAL GLEN PHASE /IA, PLAT BOOK 17, PAGES 84 AND 85, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTH GLEN MEADOW LOOP, THENCE S75-50'00"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 140.09 FEET TO THE POINT OF A CURVE BEING CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET AND A DELTA OF 89-40'46", THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.13 FEET TO THE POINT OF TANGENT, CHORD BEARING AND DISTANCE (S30'59'23"W 35.26 FEET), SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF SOUTH CRYSTAL GLEN DRIVE, PLAT BOOK 14, PAGES 21 THROUGH 27 AND THE POINT OF A REVERSE CURVE CONCAVED SOUTH WESTERLY HAVING A RADIUS OF 790.00 FEET AND A DELTA OF 15-08'36", THENCE ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY OF SOUTH CRYSTAL GLEN DRIVE A DISTANCE OF 208.80 FEET TO THE POINT OF TANGENT, CHORD BEARING AND DISTANCE (S06-16'55"E 208.19 FEET), SAID POINT ALSO BEING THE POINT OF REVERSE CURVE BEING CONCAVED NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A DELTA OF 86-28'16", THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF SOUTH CRYSTAL GLEN DRIVE GO ALONG THE ARC OF SAID CURVE AND ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF A PROPOSED 50 FOOT ROAD A DISTANCE OF 37.74 FEET TO THE POINT OF TANGENT, CHORD BEARING AND DISTANCE (S41-57'06"E 34.25 FEET). THENCE CONTINUE S85-11'35"E ALONG SAID PROPOSED RIGHT-OF-WAY A DISTANCE OF 136.55 FEET TO THE POINT OF CURVE BEING CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 425.00 FEET AND A DELTA OF 12-52'45~ THENCE ALONG THE ARC AND SAID PROPOSED NORTHERLY RIGHT-OF-WAY 102.95 FEET TO A POINT ON SAID CURVE, CHORD BEARING AND DISTANCE (S78-75'13"E 102.69 FEET). THENCE LEAVING SAID CURVE AND SAID PROPOSED RIGHT-OF-WAY GO N18-41'08"E A DISTANCE OF 129.14 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRACT A, CRYSTAL GLEN PHASE /IA, PLAT BOOK 17, PAGES 84 AND 85, THENCE N60-53'36"W ALONG SAID LINE A DISTANCE OF 156.40 FEET TO THE SOUTHWESTERLY MOST CORNER OF LOT 17, CRYSTAL GLEN PHASE IIA, THENCE N14-10'00"W ALONG THE WESTERLY LINE OF SAID LOT 17 A DISTANCE OF 134.97 FEET TO THE POINT OF BEGINNING. CONTAINING 1.5 ACRES MORE OR LESS.

Exhibit B

CRYSTAL GLEN DECLARATION DISCLOSURE

This lease is subject in all respects to the Crystal Glen POA Declaration of Covenants, Conditions and Restriction, as the same may be amended from time to time. Tenant agrees to perform all obligations set forth in said Covenants, Conditions and Restrictions with respect to the operation and maintenance of the premises and otherwise applicable to the unit owner thereof, not to do or permit to be done any act or thing in violation of said documents nor to require Landlord to do or perform any act or thing not authorized or permitted by the terms thereof. Whenever the obligations of Landlord to tenant would depend in whole or in part upon the obligation of the unit owners of the Association, agents, contractors, or employees to Landlord, Landlord shall use reasonably diligent efforts to obtain appropriate action on the part of the Association, agents, contractors or employees.

All leases shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, pre provisions of the Declaration and the Rules and Regulations of Crystal Glen Property Owners' Association Inc. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants.

WITNESS: the execution hereof this _____ day of _____, 20__

Landlord Signature or Agent

Landlord Signature or Agent

Landlord or Agent Print

Landlord or Agent Print

WITNESS: the execution hereof this _____ day of _____, 20__

Tenant Signature

Tenant Signature

Tenant Print

Tenant Print

ACTIVE: C16684/323181:7089423_5