

**SOUTHERN WOODS
PROPERTY OWNERS ASSOCIATION,
INC.**

**AMENDED, REVISED AND RESTATED
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

EFFECTIVE DECEMBER 5, 2006

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This instrument prepared by:
Record and return to:
Southern Woods Property Owners Association, Inc.
P.O. Box 1720, Homosassa, Florida 34447

**AMENDED, REVISED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SOUTHERN WOODS PROPERTY OWNERS ASSOCIATION, INC.,
A Florida Not For Profit Corporation**

Amendment and restatement made and executed on the 5th day of December, 2006 at a meeting of the Members of the Association, duly called for the purpose, and held at Homosassa Springs, Florida

WITNESSETH:

WHEREAS:

Southern Woods Inc., a Florida corporation, caused to be created that certain subdivision known as SOUTHERN WOODS, which subdivision is contained within a plat entitled Southern Woods at Sugarmill Woods, as recorded in Plat Book 15 at Pages 55-72, inclusive, of the Public Records of Citrus County, FL, and

WHEREAS:

The Declaration of Covenants, Restrictions and Easements (hereinafter "Declaration") for Southern Woods Property Owners Association, Inc., (hereinafter "POA") and which made Phase I of Southern Woods subject to it was duly executed December 4, 1992 by Southern Woods, Inc. and filed in the Official Records of Citrus County (hereinafter "OR") on December 17, 1992, at B0963 P2043, and

WHEREAS:

A Supplemental Declaration of the "Cottages at Southern Woods" was duly executed December 4, 1992 by Southern Woods, Inc., and filed on December 17, 1992, in OR B0963 P2062, and amended September 18, 1995 by amendment filed September 25, 1995 in OR B1098 P1291, and amended February 3, 1998 by amendment filed on May 5, 1998 in OR B1241 P1459, and amended November 29, 1999 by amendment filed on February 11, 2000 in OR B1348 P0782, and amended December 11, 2000 by amendment filed on January 18, 2001 in OR B1403 P0869, and amended on December 28, 2001 by amendment filed on January 23, 2002 in OR B1480 P0201, and

WHEREAS:

The Declaration was amended by Southern Woods, Inc., by document duly executed August 27, 1993 and filed on August 30, 1993 in OR B0996 P2098, and

WHEREAS:

Southern Woods, Inc., amended the Declaration and assigned to Citrus County Land Corp., a Florida Corporation, all of its rights and duties under the Declaration by document dated May 13, 1994 and filed on May 17, 1994 in OR B1034 P0365, and

WHEREAS:

Citrus County Land Corp., assigned its rights and obligations under the Declaration to Lehigh Land and Investment, Inc., a Florida Corporation, by document dated September 25, 1995 and filed on December 15, 1995 in OR B1110 P0232, and thereafter on January 19, 1996, Lehigh Land and Investment, Inc. became known as Sugarmill Woods Communities, Inc., a Florida Corporation, and

WHEREAS:

A supplement to the Declaration was duly executed by Sugarmill Woods Communities, Inc. on September 30, 1998 and filed on January 15, 1999 in OR B1284 P0498, and re-plats recorded in Plat Book 16 pp 75-77 and 78-79, respectively, which supplement made Southern Woods Phases IIA and III subject to the Declaration and

WHEREAS:

A supplement to the Declaration was duly executed by Sugarmill Woods Communities, Inc., on August 8, 2000 and filed on August 10, 2000 in OR B1377 P2044, and a re-plot recorded in Plat Book 17 pp 1-2, which supplement made Southern Woods Phase IIB subject to the Declaration, and

WHEREAS:

By merger dated August 24, 2000, Lehigh Corp., a Florida Corporation, became successor to Sugarmill Woods Communities, Inc., and effective August 31, 2000, the name of Lehigh Corp. was changed to Florida Landmark Communities, Inc., a Florida Corporation, and

WHEREAS:

A supplement to the Declaration was duly executed by Florida Landmark Communities on January 16, 2002 and filed on April 2, 2002 in OR B1495 P1279, and a re-plot recorded in Plat Book 17, pp. 26-30, inclusive, which supplement made Southern Woods Phase IV, the final phase, subject to the Declaration, and

WHEREAS:

Florida Landmark Communities deeded its interest in Southern Woods to National Recreational Properties, LLC, a Florida Corporation by document dated January 8, 2004 and filed January 8, 2004 in OR B1680 P1054 and assigned its rights and duties under the Declaration to National Recreational Properties of Sugarmill, LLC, by document of even date, which was filed on January 15, 2004 in OR B1680 P1061, and

WHEREAS,

By Quit Claim deed dated April 30, 2004, and filed on May 14, 2004 in OR B1719 P1727 National Recreational Properties of Sugarmill, LLC deeded Tracts A, C, and D of Southern Woods Phase IV to Southern Woods Property Owners Association, Inc.

WHEREAS:

An amended Declaration dated June 22, 2005 was executed by Southern Woods Property Owners Association and filed on July 1, 2005 in OR B1876 P0784, and

WHEREAS:

A supplement to the Declaration was executed by National Recreational Properties of Sugarmill, LLC on July 7, 2005, and filed on July 8, 2005 in OR B1879 P1569, and

WHEREAS:

National Recreational Properties of Sugarmill, LLC assigned its rights as Grantor under the Declaration to the Southern Woods Property Owners Association, Inc. by document dated July 8, 2005 and filed on July 12, 2005 in OR B1880 P1920

WHEREAS:

Affidavits correcting documents relating to Southern Woods Phases II A and II B were filed on September 28, 2006 in OR 2054 P 803 and 804

NOW THEREFORE,

The Members of the Southern Woods Property Owners Association hereby amend, revise and restate the Declaration, effective immediately upon filing, to read as follows:

ARTICLE I

DEFINITIONS

- 1.1 All words or terms defined herein shall have the meaning set forth herein, unless the context requires otherwise. All definitions contained herein are a part hereof.
 - 1.1a All words in the singular shall include the plural and all words in the plural shall include the singular. All words in the masculine shall include the feminine and all words in the feminine shall include the masculine.
 - 1.1b Unless otherwise expressly set forth herein, all words shall have their common meaning and shall be defined so as to have the meaning intended as gleaned from the remainder of the document.
- 1.2 **Architectural Review Committee** ("ARC"): a standing committee of the Association whose functions are to review and approve plans for building and landscape design, for alterations to the outside appearance of a dwelling, including color, and major alterations to landscape design, and ensure that

all plans are executed as approved --

All to ensure that the remaining property is developed, and any changes to existing development are made in an aesthetically pleasing manner consistent with that in Southern Woods.

- 1.3 **Articles of Incorporation:** The stated purpose of the Association and the authority under which it acts, as filed with the Office of the Secretary of State of Florida
- 1.4 **Assessment:** A sum of money payable to the Association by the Owners of a Lot as authorized by the governing documents which if not paid by the owner of a Lot, can result in a lien against the Lot
 - 1.4a **General:** An annual charge for the actual and estimated expenses to be incurred by the Association for the regular upkeep of the Property, the operation of the Association, and a reserve against future expenses
 - 1.4b **Special:** A one-time charge for a capital improvement or other unanticipated significant item. Such Assessment may be payable in one or more than one installment.
 - 1.4c **Remedial:** An Assessment imposed to reimburse the Association for monies including incidental expenses expended on behalf of the Owner
- 1.5 **Association:** Southern Woods Property Owners Association, Inc., a Florida not for profit corporation which is responsible for the operation of Southern Woods and in which membership is a mandatory condition of Lot ownership and which is authorized to impose Assessments which, if unpaid, will become a lien on the Lot
- 1.6 **Board of Directors:** Those persons elected by the Owners to be responsible for and to operate the Association
- 1.7 **By-Laws:** The procedural rules and regulations by which the Association is operated
- 1.8 **Common Expense:** A cost to the Association for the maintenance and improvement of the Common Property or to operate the Association, whether current, special or in the nature of a reserve for future operations
- 1.9 **Common Property:** all real and personal property, which the Association owns or otherwise holds for the use and enjoyment of all Members

- 1.10 **Cottage Lots:** Lots which contain less than 9,600 square feet, namely, Block A Lots 1-34, Block C Lots 19-41(see A below), Block F Lots 1-30, Block G Lots 1-25, Block H Lots 1-11 and Block I Lots 1-24, all inclusive.
(A) The Cottage Lots in Block A Lots 1-34 and Block C Lots 19- 41 are also subject to a Supplemental Declaration and The Cottages of Southern Woods Homeowners Association.
- 1.11 **Declaration:** This Declaration of Covenants, Restrictions and Easements for Southern Woods Property Owners Association, Inc., which is appurtenant to and shall run with the land.
- 1.12 **Designated Owner:** The Owner designated, on a form filed with the Secretary, by the Owners of a Lot to cast the vote for that Lot and to receive notice on their behalf. A husband and wife who own a Lot as such is each a Designated Owner.
- 1.13 **Dwelling:** A single family private residence constructed on a Parcel in Southern Woods and including any attached porch, patio, garage, and/or in ground pool/spa and any driveways and walkways leading thereto.
- 1.14 **Fine:** Sanction imposed, in accordance with Florida Statute 720.304, for violations
- 1.15 **Good Standing:** The status of a Lot Owner who has paid all Assessments that have become due and has no unresolved violations.
- 1.16 **Improvements:** All changes and additions to a Parcel, including, but not limited to, clearing, grading, drainage, water and sewer, electrical, phone and cable service, a Dwelling and landscaping.
- 1.17 **Lot(s):** Designated areas on the Plats of Southern Woods.
- 1.18 **Member:** Owner of a Lot in Southern Woods.
- 1.19 **Owner:** All persons and other legal entities who hold title, in whole or part, to any Lot in Southern Woods or, if a contract so provides, the purchaser under the contract. In no event shall a person or entity that merely holds a security interest be considered an Owner.
- 1.20 **Parcel:** One or more individually platted Lots in Southern Woods intended to be used as a site for a single Dwelling.
- 1.21 **Permanent Vegetative Easement ("PVE"):** A landscaped area across the rear of a Parcel, as shown on the plat on file in the Official Records, which is intended to be and is designed as a natural habitat and screen between properties which must be planted, as approved by the ARC, and maintained

by the Owner in perpetuity. The rules and regulations relating to Common Property, except as to a use easement by other Owners, apply.

- 1.22 **Premises:** A Parcel and any Improvements thereto
- 1.23 **Property:** All realty in Southern Woods including Parcels, and any Improvements thereon, and Common Property as shown on the Plats thereof recorded in the Official Records of Citrus County, but not including roads and retention ponds owned by the municipality
- 1.24 **Rule Enforcement Committee ("REC"):** a standing committee of the Association whose function is to monitor Southern Woods and ensure that violations of the Declaration and Rules and Regulations are corrected
- 1.25 **Rules and Regulations:** The procedures by which and the guidelines under which committees operate, the Common Property is used and the Association in general is operated. Promulgated and amended by the Board of Directors

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

- 2.1 **Southern Woods:** All of Southern Woods as shown on the original Plat thereof filed in Plat Book 15 Pages 55-72, inclusive, which is shown on replats recorded in PB 16 PP 75-77 and 78-79 and PB 17 PP 1-2 and 26-30, and which has been made subject to this Declaration by documents filed in OR B0963 P2043 (Phase I), B1284 P0498 (Phases IIA and III), B1377 P2044 (Phase IIB), and B1495 P1279 (Phase IV). (See Exhibit A attached hereto), and any other property acquired by Southern Woods, whether by annexation or otherwise.

ARTICLE III

ASSOCIATION MEMBERSHIP

- 3.1 **Duration of Membership:** Every Owner of a Lot shall be a Member of the Association and continues to be a Member with appurtenant rights and duties until his interest is duly transferred to another and the Association so notified, at which time the transferee becomes a Member.
- 3.2 **Assessments:** Every Owner is individually and jointly responsible, with any other Owners, for all Assessments levied against his Lot

- 3.3 Vote: Every Lot is entitled to one vote in the Association. That vote may be exercised by any one Member/Owner, as set forth in the By-Laws. In the event that a Lot is owned by two entities, who are not united in interest, each of the entities may cast one-half (1/2) of the vote allocated to that Lot.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF ASSOCIATION

- 4.1 Association Powers: The Association has all the rights, powers and duties set forth in the Articles of Incorporation, Declaration, By-Laws, Rules and Regulations, and any applicable laws of the State of Florida, together with any power which may reasonably be deemed to flow therefrom.
- 4.1a The Association, through its Board of Directors, may assign those rights, duties and powers as deemed appropriate.
- 4.2 Amendment: Amendments to this Declaration may be proposed as set for in the By-Laws.
- 4.2a Amendment of this Declaration may be made by an affirmative vote of not less than (2/3) of the entire membership eligible to vote present, in person or by proxy, at a Meeting called for that purpose.
- 4.3 Administration: The Association must be administered in accordance with the Declaration, By-Laws, Articles of Incorporation, Rules and Regulations and if required by those laws, the laws of the State of Florida
- 4.4 Responsibility: The Association is responsible for the management, protection and preservation of the nature and value of the Property and the maintenance and control of the Common Property and any improvements thereon.
- 4.5 Insurance: The Association must secure insurance
- 4.5a In favor of the Association and the Members/Owners against liability for damages and
- 4.5b In favor of the Officers, Directors and Committee members against their acts in furtherance of their duties
- 4.6 Indemnification: The Association shall indemnify Officers, Members of the Board and Committee Members for all liability and reasonable expenses,

including attorney fees, incurred by them while acting for and on behalf of the Association, beyond that covered by insurance, provided:

- 4.6a The acts were undertaken in good faith and were in the exercise of an authorized duty
- 4.6b The acts were not the result of malfeasance, willful misfeasance, or willful nonfeasance.
- 4.6c If any liability or expenses are the result of a settlement, the Board of Directors must pre- approve the settlement.
- 4.7 Taxes: The Association has the right and responsibility to pay taxes and other governmental assessments against the Common Property and to insure it against loss.
- 4.8 Reports: The Association must file all reports required by any governmental authority.
- 4.9 Borrow Money: The Association has the power to borrow money only if authorized by its Members at a meeting duly called for that purpose, in accordance with the By-Laws
- 4.10 Legal Actions: The Association has the right to bring actions at law or equity, appear before any governmental entity and enter into agreements with others to enforce its Declaration, By-laws, and Rules and Regulations and to protect and preserve the nature and value of the Property, and to retain counsel to assist
- 4.11 Sanctions: The Association has the right to suspend the rights of, impose sanctions on and take other remedial action against Owners/Members who have not paid Assessments which have become due or who are in violation of the Declaration, By-Laws or Rules and Regulations
- 4.12 Right of Entry: The Association, if it is unable to secure the cooperation of the Owner of a Lot may:
 - 4.12a Enter onto a Lot and take such remedial action as may be necessary to bring that Lot and/or exterior of the Dwelling into line with the aesthetics of the Property.
 - 4.12b Enter onto a Lot and take such remedial action as may be necessary to enforce a directive of the ARC, REC or Board of Directors
 - 4.12c The right to enter onto the Lot is conditioned upon the Owner being given clear notice, in the form which appears most likely to inform him, of the matter which must be remedied (e.g. cut the lawn, paint

the house) and the action which the Association will take at his expense if he does not . If the appropriate action is not taken by the Owner within 10 days, or such lesser time as is necessary under the exigencies of the situation, the Association may enter and take such action.

- 4.12d Any costs reasonably incurred in taking any such action will be borne by the Owner as a Remedial Assessment

ARTICLE V

BOARD OF DIRECTORS

- 5.1 Administration: The Association is administered by its Board of Directors.
- 5.2 Election: The Board of Directors is elected and serves as set forth in the By-Laws
- 5.3 Management Company: The Board of Directors may contract with a professional Management Company to handle the day to day operations of the Association, always maintaining ultimate responsibility and control.
- 5.3a The Board of Directors may enter into such contracts as it deems necessary to manage and maintain the Property, and for legal, accounting and other professional services
- 5.4 Committees: The Board of Directors shall appoint the members of each of the following committees as set forth in the By-Laws and each Committee is to be Chaired by a member of the Board of Directors:
- 5.4a An Architectural Review Committee
- 5.4b A Rules Enforcement Committee
- 5.4c A Finance Committee
- 5.4d A Nominating Committee
- 5.4e Such other committees as it deems necessary or advisable
- 5.5 Rules and Regulations: The Board of Directors may make and enforce such reasonable Rules and Regulations as it, in its sole discretion, deems necessary to:
- 5.5a Govern the operation of committees

5.5b Govern the use of the Common Property

5.5c Further the health, safety, welfare, aesthetics, property value and general well being of community.

5.6 Budget: The Finance Committee must prepare a Budget which must be submitted for approval by a majority of the Members present, in person or by proxy, at the Annual Meeting. If not approved by the Members a Budget as set forth in the By-Laws, shall go into effect. The Board of Directors must make and collect Assessments of the Budget.

5.7 Accounting: The Finance Committee must prepare and the Board of Directors must review, approve and provide the Members with an accounting on a yearly basis as provided in By-Laws.

5.8 Appeal: The Board of Directors will hear and decide appeals from determinations by the ARC and the REC.

5.9 Enforcement: The provisions of this Declaration may be enforced by the Board of Directors by: (a) ordering and/or taking corrective action; (b) Remedial Assessments; (c) suspension of rights and privileges; (d) imposition of fines, (e) liens and (f) litigation

ARTICLE VI

COMMON PROPERTY

6.1 Easement of Enjoyment: Every Lot Owner has, in common with all other Lot Owners, a perpetual and non-exclusive easement of use, access and enjoyment in and to the Common Property, which easement is appurtenant to and runs with the land.

6.1a The right to use Common Property or delegate its use may be suspended when the Lot Owner is not in Good Standing

6.2 Granting of Easements: The Association has the right to dedicate, and terminate, an easement on all or any part of the Common Property to any public agency or authority, cable or utility company or any other person or organization for such purpose as may be deemed appropriate by the Board of Directors in its sole discretion, except if such action is in violation of federal, state, or local laws, ordinances, or rules and regulations. The Association has the duty to ensure that the aesthetic value of any property subject to such easement is maintained in a manner consistent with the remainder of the Property and that no Property or Dwelling is damaged.