

- 6.3 Use of Common Property: Each Lot Owner may delegate his right of use, access and enjoyment in and to the Common Property to the members of his family, his guests, tenants, invitees, and pets. The Lot Owner shall be responsible for any damage which may be caused by such delegate.
- 6.4 Additions and Deletions: There shall be no additions, gardens, removal or cutting of trees or plants, picking of flowers, installation of sod or irrigation systems, placement of signs, or structure of any type on Common Property, except by the Association
- 6.5 Damage: If any portion of the Common Property is damaged or destroyed, the Association shall repair and restore it as soon as possible. All available insurance proceeds shall be applied to the repair and restoration.
- 6.6 Dissolution of Association: If the Association is dissolved, or otherwise ceases to exist, the Lot Owners own the Common Property as Tenants in Common and have the individual duty to insure, pay taxes on and maintain it.

## **ARTICLE VII**

### **EASEMENTS**

- 7.1 Plantings: Plantings, other than sod, in the easements for drainage and utilities shown on the plats must not hinder functioning and visibility and are subject to removal by the County or Utility to which the easement has been granted. The cost of such removal shall be borne by the Owner of the Parcel.
- 7.2 Access: The Association and its employees and designees have a non-exclusive easement over all Property to perform necessary repairs, replacement and maintenance for which the Owner is not responsible, or which the Owner, though responsible, does not complete.
- 7.3 Easements Granted: Non-exclusive easements have been granted for central water, sewer, telephone and cable. All easements recorded in the Official Records are deed restrictions which run with the land.
- 7.4 Easement Area: The Association has an easement ten feet wide from the front lot line, ten feet wide from the rear lot line and five feet wide from each side lot line of every Lot for drainage, utilities and any other easements the Association deems appropriate.
- 7.5 Golf Course: There is a golf cart easement two feet wide from the rear lot line of all Lots adjoining the golf course

7.5a Water from the golf course watering, which may be reclaimed, may drift onto adjoining Lots as part of the operation of the golf course

7.5b Golf balls from the course may enter on a Lot and golfers may retrieve their golf balls, provided they do not damage the Premises in doing so

7.6 Plat Restrictions: Restrictions as recorded on the plats of Southern Woods filed in the Official Records of Citrus County are further deed restrictions which shall run with the land

## ARTICLE VIII

### DUTIES OF LOT OWNERS

8.1 Assessments: Every Owner has a duty to pay all Assessment and if he does not, the charges become a lien against the Premises and the Association may bring an action to collect

8.2 Taxes: Every Owner has a duty to pay all taxes and other charges billed to his property

8.3 Single Dwelling: Each Parcel may be used for a single Dwelling only. No portable or temporary buildings or trailers may be placed on any Parcel except one portable sanitary facility and one trash container may be placed on a Parcel during active construction.

8.3a County and ARC building permits must be kept on the property during construction

8.4 Maintenance: Every Owner has a duty to maintain his Lot and Dwelling exterior in a clean and neat condition

8.4a If he does not, the Association may give notice to cure, and if he does not, may go onto the Lot, as set forth in Article 4.12, to maintain the Lot and/or Dwelling exterior at the Owner's expense, charged as a Remedial Assessment.

8.5 Damage: If any of the improvements on a Lot are damaged or destroyed, the damaged part shall be repaired or restored as soon as possible

8.5a In the event that the damage is covered by insurance, repairs must begin within 90 days of insurance settlement unless extended by the Board

- 8.5b In the event that damage is not covered by insurance, repairs costing less than \$5,000 must begin within 90 days and repairs costing \$5,000 or more must begin within 120 days
- 8.5c In the event that the Owner chooses not to repair or rebuild, any debris must be removed and the Lot leveled within 120 days and if it is not, the Association may have it done and the cost billed to the Owner as a Remedial Assessment
- 8.6 Disturbances: No person may create a disturbance, annoyance or nuisance or permit a disturbance, annoyance or nuisance to be created on his Premises or do or permit any act which will interfere with the peaceful and quiet enjoyment of their property by other Owners.
- 8.6a Noises should be confined to the Premises between the hours of 10:00 p.m. and 8:00 a.m. (e.g. no outdoor music after 10:00 p.m. and no lawn mowing before 8:00 a.m.)
- 8.6b Outside lights should be placed so they do not shine into another dwelling.
- 8.7 Parking: No parking of any vehicle, including golf carts, cars, motorcycles, trailers, boats etc., is permitted on Common Property, or on the lawn of a Premises except in case of a special event lasting no more than 4 or 5 hours.
- 8.7a Non-Transient overnight parking in driveways is discouraged.
- 8.7b No boat, boat trailer, trailer or the like may be parked in the driveway of Premises except for no more than 48 hours while being loaded, unloaded or cleaned.
- 8.7c No recreational vehicle may be parked in the driveway of a Premises except for no more than 48 hours while being packed or unpacked. In no event may it be occupied or used for any purposes while it is parked on the Premises.
- 8.7d No unregistered vehicle may be parked in the driveway of a Premises
- 8.7e No commercial vehicle (i.e. bearing signs, commercial registration, ladder racks, tool boxes, utility body or any other generally accepted indication of a commercial use) may be parked in a driveway, except temporarily during normal business hours when actually performing services at the Premises.
- 8.7f No motorcycle or moped, damaged or altered vehicle, all terrain, or like vehicle may be parked in the driveway of a Premises

8.7g No bicycle, scooter, carriage, lawn equipment, etc., may be left overnight in the driveway or on the lawn of a Premises.

8.8 Vehicle Maintenance: Vehicle maintenance other than washing, cleaning the interior, waxing and checking fluid levels is not permitted on the Property. Emergency repairs, in the nature of tire changing are allowed.

8.9 Signs: No signs may be erected or displayed on any premises, or in any window or on any item on any Premises, except

8.9a No more than two "for rent" or "for sale" signs may be placed on a lot provided each is no more than 6" by 8" and not within fifteen feet of the front Lot line and/or 10 feet of the rear Lot line.

8.9b Hazard warning signs may be displayed as appropriate (e.g. poison treatments to lawns; security system protection)

8.9c Political signs no larger than 18" by 18" may be placed on a Parcel no closer than 15 or 10 feet from the front and rear Lot line, respectively. Such placement shall occur no sooner than 30 days before nor later than 2 days after the election day.

8.9d Any other sign approved by the Board

Commercial: No oil drilling, quarrying or mining operations of any kind are permitted on the Property.

8.10a No Premises may be used for any business, occupation or commercial purpose that requires signage, on premise advertising of services, multi-vehicle parking, and/or commercial loading and unloading of goods generally associated with a full time commercial enterprise. It shall not be deemed to be a violation hereof to use phones, computers or like equipment in furtherance of a business or occupation.

8.11 Pets: Cats and dogs are permitted, the number are subject to the ordinances of Citrus County. No other pets are permitted without the approval of the Board of Directors. No exotic pets such as snakes, wild or farm animals (though tame such as pygmy pigs, or miniature horses) or rodents will be permitted.

8.11a All pets must wear a collar containing their current license and rabies tag, as required by Law, and the Owner's name and phone number, and the pet's name

- 8.11b All pets must be confined to the Owner's Dwelling unless leashed
- 8.11c Leashed cable runs on the dwelling property are not permitted.
- 8.11d All pet waste must be picked up and properly disposed of by the Owner
- 8.11e Pets may not be allowed to cause damage to the Property or to be an annoyance to others, whether by noise, odor or otherwise.
- 8.11f Pets may not be kept for breeding or any other commercial purpose
- 8.12 Garage Sales: Garage and yard sales are not allowed and no item, including multiple vehicles, may be offered for sale from the driveway or lawn of a Premises.
- 8.13 Prohibitions/Insurance: Owners may not do or permit anything illegal, or unduly dangerous on their Premises
  - 8.13a Owners may not do or permit anything to be done on their Premises which might cause costs of insurance to the Association or another Owner to increase
  - 8.13b No flammable or explosive objects or anything that might create a fire hazard may be stored on any Lot, except the gasoline in a vehicle or mower tank and a propane tank in good condition attached to a grill and one in reserve. Lighters and the like and a reasonable supply of fuel properly stored are not prohibited

## ARTICLE IX

### DWELLINGS

- 9.1 One Structure: There may be one Dwelling on a Parcel and no other structure, portable, temporary or permanent, of any nature, without permission of the ARC or REC.
- 9.2 Improvements: Before any Improvement work on a Parcel may begin, all plans for Dwelling and landscape design must be approved by the ARC. All work must be executed in conformance with the design approved.
  - 9.2a Lots may not be "clear cut". The growth to be removed must be approved by the ARC before any clearing begins.
- 9.3 Attachments: There may be no attachment, including solar systems to the outside of a Dwelling without the approval of ARC.

- 9.3a No aerial, antenna or similar device may be placed, erected or affixed in any manner unless appropriately screened from view of the adjoining properties and from the street, except that up to two (2) satellite dishes with a diameter no greater than 39 inches are permitted.
- 9.3b One portable, removal United States flag and/or the official flag of Florida may be displayed in a respectful manner. Similarly, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day official flags representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard may be displayed. None of the foregoing flags shall exceed 4 ½ feet by 6 feet. Seasonal flags no larger than 3 feet by 4 feet may be displayed no earlier than 2 weeks prior to the season and must be removed no later than one week after the season.
- 9.3c Window air conditioners are not permitted
- 9.4 Container and Equipment Visibility: All garbage cans must be buried or walled in as to not be seen from the street in the rear or side of a Dwelling and pick-up made from there. Non-perishable trash pick may be placed at curbside no earlier than the evening prior to pick up.
- 9.4a Installation of all propane gas tanks shall conform to standards of the National Fire Prevention Association and the Florida Fire Prevention Code.
- 9.4b All air conditioner compressors, pool equipment, well heads, propane gas tanks and the like must be screened or landscaped so that, insofar as practicable, they are not visible from the street, adjoining properties, or the golf course.
- 9.5 Outside Appearance: The ARC must approve the outside appearance, including colors, of all Dwellings and landscape design before any improvement may commence. It is intended that there be a wide diversity of design and that all Southern Woods Dwellings and landscape be harmonious with each other without being similar
- 9.6 Construction: All Dwellings in Southern Woods must be constructed and all alterations must be made by licensed contractors.
- 9.6a All construction and alteration must comply with all Federal, State and County laws, this Declaration and the approval by the ARC.
- 9.6b All Dwellings must be built on a monolithic concrete slab and have a maximum height as set forth in the ARC Rules and Regulations.

- 9.6c All Dwellings must have a roof pitch and covering as set forth in the ARC Rules and Regulations.
- 9.6d All Dwellings must be painted as set forth in the ARC Rules and Regulations
- 9.7  Pools: A swimming pool and / or a Spa, attached to the Dwelling, may be built during or after construction of the main Dwelling provided prior approval is granted by the ARC.
- 9.7a No above ground pools are permitted
- 9.7b A portable wading pool not to exceed eight feet in width and not more than one foot in sidewall height may be placed in the rear yard for a period of not more than one week. The Board of Directors may extend the time.
- 9.8  Lot Set backs: The minimum front yard set back is 25 feet, the minimum side yards 7.5 feet each and the minimum rear yard 15 feet except that on Cottage Lots the minimum front yard set back is 20 feet, the minimum side yards 5 feet each and the minimum rear yard 15 feet.
- 9.8a In the case of corner and odd shaped Lots, the ARC will consider variations consistent with County Law
- 9.9  Dwelling Size: All Dwellings must contain no less than 2,000 square feet of living area, except those built on Cottage Lots which must contain no less than 1,800 square feet of living space.
- 9.9a Living space is determined by multiplying the outside horizontal dimensions of the building at ground area. Garages, maintenance closets, roofed porches, patios and the like are not taken into account in calculating the area.
- 9.10  Lot Coverage: The maximum impervious lot coverage is 50% except that the maximum impervious lot coverage of Cottage Lots in Phase III and IV is 60%
- 9.11  Garages: All Dwellings must have attached and integrated at least a two car garage. All garage doors, or screens, must be kept closed when vehicles are not entering or exiting, or maintenance or other tasks are being performed. When the heat is deemed excessive, the door may be left open to a height not exceeding three feet.

- 9.12 Utilities: All telephone, electric, cable, water, sewer and other utility lines and connections between the main utility service and Dwellings must be concealed underground
- 9.13 Sewer: All Dwellings must be connected to the central sanitary sewage collection and disposal service serving the Property and no septic tanks are permitted
- 9.14 Water: All Dwellings must be connected to the central water system
- 9.14a Wells are permitted for irrigation purposes if approved by the ARC
- 9.15 Landscaping: There must be lawns and landscaping on all sides of Dwelling before occupancy is permitted.
- 9.15a All lawns must extend to the lot line and there may be no parking strips or other paved areas
- 9.15b No landscaping may interfere with traffic flow or visibility
- 9.15c All lawns must be kept mowed and reasonably pest and weed free
- 9.15d All landscaping must be kept in an attractive condition
- 9.15e All Parcels must have a watering system capable of keeping the lawn and landscaping irrigated.
- 9.15f Live oaks, which exceed six inches in diameter, as measured three feet from the ground may not be removed without prior approval of the ARC
- 9.15g If a Parcel is subject to a PVE, it must be planted in conformity with the ARC requirements prior to occupancy
- 9.15h No major modification to the landscaping may be made without the approval of the ARC; any modification of the PVE is deemed major
- 9.16 Modifications: No modification may be made to any Dwelling which would incorporate non-living areas such as garages, porches, patios, storage rooms, and the like, into the living area without the approval of the ARC
- 9.16a No modification of the outside appearance of a Dwelling, including color or the addition of a pool and/or spa, may be made without prior approval of the ARC



## ARTICLE X

### ASSESSMENTS AND FEES

- 10.1 Power to Collect: To promote the safety, welfare and well-being of the Property and its Owners, the Association has the power and duty to levy and collect:
- (1) General, Special and Remedial Assessments
  - (2) Reasonable fees for the processing of an application to the ARC, an appeal, the processing of documents relating to a lease or sale, copies, and the like, as set forth in the Rules and Regulations
  - (3) Fines and enforcement penalties for violation of this Declaration, the By-Laws and Rules and Regulations
- 10.2 Budget: At least sixty days before the annual meeting, the Finance Committee shall submit to the Board of Directors a proposed budget for the operation of the Association for the following year which budget shall provide for the regular expenses of the management and maintenance of the Common Property and the general operation including reserves of the Association.
- 10.2a The Board of Directors shall cause a copy of that proposed budget to be provided to the Members with the notice of annual meeting.
- 10.2b Prior to the election of Directors, a Budget for the following year shall be approved, as set forth in the By-Laws
- 10.3 Assessment: The Board of Directors, upon approval of the budget, shall assess an amount against each Lot, on an equitable basis, to be collected from the Owners/Members as a General Assessment. If the general assessment is not subsequently sufficient to meet the budgeted expenses, The Board of Directors may impose a surcharge of not more than 10 percent of the budget, payable on billing and collectable as a General Assessment.
- 10.3a The General Assessment will be collected annually in advance
- 10.3b Land owned by the County and Common Property are not subject to Assessments by the Association
- 10.4 Special Assessments: Special Assessments must be approved at a Meeting called for that purpose by a majority of members present.

- 10.5 Remedial Assessments: Remedial Assessments may be levied by the Board of Directors to reimburse the Association for any moneys expended on behalf of an Owner.
- 10.6 Assessments Payable: All Assessments are payable on billing
- 10.6a Failure to pay any Assessment within ninety days of the due date, results in a lien from the due date for that amount, plus costs, interest from the due date and attorney fees, against the Premise which may be filed of record
- 10.6b If an Assessment is not paid within ninety days of the lien, the Association may foreclose the lien in the manner of an action to foreclose a mortgage.

## ARTICLE XI

### ARCHITECTURAL REVIEW

- 11.1 Fees: The Board of Directors may set a schedule of reasonable fees for applications to and enforcement of the matters subject to ARC review
- 11.1a Any fees for applications to the ARC are payable in advance at the time of the submission of the application
- 11.2 Rules and Regulations: The Board of Directors shall promulgate Rules and Regulations for the operation of the ARC .
- 11.3 Prior Application: No improvement to any Lot, alterations to the outside of a Dwelling or major landscaping alteration may be made without prior approval of the ARC.
- 11.4 Form: An application to the ARC shall be in the form and contain the information, documents, photographs and samples required by the ARC, as set forth in its Rules and Regulations
- 11.4a It is the responsibility of the applicant to ensure that he complies with all governmental laws, rules and regulations
- 11.5 Denial: It is within the sole discretion of the ARC, subject to appeal to the Board of Directors within fifteen days, whether to grant any application. If an application is denied, the ARC shall notify the applicant, in writing, of the reason for the denial
- 11.5a Discretion may not be exercised in an arbitrary and capricious manner. It should be exercised in a considered manner after

considering the aesthetics, and well-being of Southern Woods and its Owners

- 11.6 Grant: If an application is granted, the ARC shall notify the applicant, in writing of the decision, and any qualifications, and that notification shall be authorization to complete the Improvement/alteration as approved
- 11.7 Monitor: The ARC has the duty to monitor the work approved and to ensure that it is completed as authorized
- 11.8 Compel Compliance: If the work is not completed as authorized, or is done without authorization, the ARC has the power to
- (a) order compliance, and if unsuccessful, have the work undone or completed as authorized, at the Owner's expense and to impose a Remedial Assessment in the amount of the expense, and
  - (b) impose a fine as authorized by the Rules and Regulations
- 11.9 Variances: The ARC has the power to grant individual variances from the standards set forth herein or in its Rules and Regulations, upon the finding that the variance would be appropriate, in conformity with the aesthetics of the community and would not be detrimental to the rights of the other Owners.
- 11.9a Within fifteen days, any Owner adversely affected by the ruling may appeal, as if a party, to the Board of Directors as set forth in the By-Laws
- 11.9b Each application will be considered on its own merits and the granting of one variance does not entitle a later application to a similar variance

## ARTICLE XII

### GENERAL PROVISIONS

- 12.1 Rental: Rental of a Dwelling is permitted, provided it is approved by the Association and:
- 12.1a There is a written lease to a single family tenant in an approved form
  - 12.1b The rental term is for three months or more and the lease specifies that no sub-let is permitted.

- 12.1c The lessee agrees in writing to be bound by the Declaration, the By-Laws and the Rules and Regulations.
- 12.1d The Owner agrees to be responsible for any Assessments and for damages caused by the lessee and fines incurred by him, if not paid by him
- 12.2 Sale: Prior to sale, the Owner must pay any Assessments that have become due or will become due within the next thirty days
- 12.2a No more than thirty days prior to the transfer of title to Premises the Owner must obtain a statement from the Association that no Assessments are due or will become due within the next thirty days and provide a copy of same to the new Owner
- 12.2b Failure to obtain such statement will permit the Association to collect any such Assessment from the new Owner and to place a lien against the Premises to assist in doing so
- 12.3 Notification: When a Premises is sold, it is the obligation of the selling Owner to notify the Association, in writing, of the name, address, phone and E-mail numbers of the new Owner
- 12.3a Failure to do so may make the selling Owner responsible for future assessments, until the new Owner is properly identified
- 12.3b Future Assessments continue to become liens against the Premises and may be enforced against the selling Owner or the new Owner, in the discretion of the Association
- 12.4 Notice to Association: Notice to the Association may be given by mail to the address provided by it with the most recent Assessment notice
- 12.4a Notice, in writing, may be personally delivered to any member of the Board of Directors
- 12.5 Notice to Members: Notice to the Owner/Member may be given by mail to the address last provided by him to the Secretary of the Association or by personal delivery, in writing, to any adult at the Dwelling
- 12.5a If there is more than one Owner, the Owners may designate the one to whom notice is to be given. In the absence of such designation, notice to any one will be deemed sufficient

12.5b If an Owner is a Part time Resident, it is the obligation of the Owner to advise the Secretary of any alternate address at which he can receive notice

12.5c Notice of meetings may be given as set forth in the By-Laws

12.6 Mail: All notices sent by mail must be sent by first class mail in a securely sealed, properly addressed envelope with adequate postage affixed. All notices by mail will be deemed made when posted, and received five days later, and all notices delivered by hand will be deemed made and received when delivered. Delivery of a mailing is rebuttable unless a receipt of delivery is secured.

12.7 Run With Land: The Covenants, Restrictions and Easements set forth in this Declaration are appurtenant to and shall run with the land and are binding on the Owners

12.7a The Covenants, Restrictions and Easements survive a tax deed and foreclosure

12.8 Severability: If any portion of this Declaration is found, by a Court of competent jurisdiction to be invalid or otherwise unenforceable, such portion shall be severed from the remainder which shall remain in force.

12.9 Enforcement: The Association and its Members, jointly and severally, have the right to enforce the provisions of this Declaration

12.10 No Waiver: Failure to enforce a provision of this Declaration shall not be deemed a waiver of future enforcement

12.11 Actions: Any action to enforce the provisions of this Declaration shall be brought in Citrus County, Florida .

12.11a The cost of enforcing any provision of this Declaration, including reasonable attorney fees, shall be borne by the losing party

12.11b If the cost is the responsibility of an Owner, the cost shall be a lien against his Premises until paid

12.12 Annexation: Any land that may be annexed, or otherwise acquired, is by virtue of thereof included in the term Property and subject to this Declaration, the By-Laws and the Rules and Regulations as if it had initially been a part of Southern Woods

12.12a Such acquisitions of property must be approved by a majority of Members present at a meeting called for that purpose.

12.12b Any land that may be acquired, unless at the time of acquisition a Lot, becomes Common Property

12.12c Any land that may be acquired that is at the time of acquisition a Premises, remain a Premises and may be sold by the Association

12.13 Common Sense: This Declaration, the By-Laws and Rules and Regulations must be read and interpreted in a common sense, and not overly technical, manner so as to achieve the result intended of a desirable community

12.14 Headings: Headings are for convenience only and form no part of this Declaration

12.15 Subdivision: No Lot may be subdivided

12.15a Two Lots or one Lot and a portion of another may be combined to accommodate one single family dwelling.

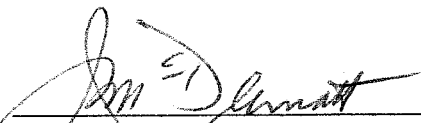
12.16 Not a Condo: This Declaration is not meant to be and is not part of a Condo declaration. The Common Property is not part of the Common Property of a Condo.


12.17 Governing Rules: The Articles of Incorporation, the Restated Declaration and By-Laws and the Rules and Regulations enacted pursuant to their authority are to be governed by the laws of the State of Florida in effect at the time of incorporation as to substantive matters and by Chapter 720 of the laws of the State of Florida as to non-substantive matters.

12.18 Duration: The Association is perpetual in duration.

12.18a The Association may be dissolved by an affirmative vote of 75% of the Members entitled to vote.

Adopted at a Meeting of the Association held on December 5, 2006, in Homosassa, FL.

  
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Jack McDermott, President

  
\_\_\_\_\_  
Carol Hoke, Secretary

SOUTHERN WOODS PROPERTY OWNERS ASSOCIATION, INC.  
ATTACHMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS

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	<u>Block and Lot No. As Per Plat</u>
<b>Phase I</b>	
Woodash Court	A 1-7
Deerwood Drive	A 8-34; C19-21 & C 29-35
Barkwood Point	C 36-41
Strawood Point	C 22-28
Ryewood Circle	C 1-18 & B 1-17
 <b>Phases II A &amp; B</b>	
Gingerwood Drive	D 1-13 & E 12-21
Quailwood Path	E 1-11 & D 14
Knotwood Lane	E 22-27 & E 53-61
Woodlee Court No. & So.	E 28-52
 <b>Phase III</b>	
Highwood Path	H 1-11 & I 1-24
 <b>Phase IV</b>	
Woodfield Circle	G 1-42; F 1-30; F 36, 37, 39 & 45-55
Peachwood Point	F 31-35
Mintwood Point	F 40-44